



**NEW JERSEY TURNPIKE AUTHORITY
REQUEST FOR PROPOSAL
FOR
THE UPGRADE AND ENHANCEMENT OF THE
PEOPLESFT FINANCIAL SYSTEM

OPTIONAL PEOPLESFT FINANCIAL SYSTEM SERVICES
FOR
SOUTH JERSEY TRANSPORTATION AUTHORITY**

DECEMBER 2010

TABLE OF CONTENTS

Section No. No.	Page
I	Introduction4
II	Administrative & Contractual Information6
A.	Purpose6
B.	Pre-Proposal Meeting and Site Visit.....6
C.	Inquiries6
D.	Closing Date6
E.	The Proposals.....7
F.	Proposer vs. Consultant7
G.	Signatures.....7
H.	Incurring Costs7
I.	Addendum to RFP.....7
J.	Acceptance of Proposals.....7
K.	Rejection of Proposals.....7
L.	Final Contract.....7
M.	Dissemination of Information.....8
N.	Public Records8
O.	News Releases.....8
P.	Affirmative Action.....8
Q.	Small Business Enterprises Requirements.....9
R.	Division of Revenue Registration9
S.	State Contractor Political Contributions Notice Public Law 2005, Chapter 51, EO 134 and EO 11710
T.	Affidavit of Moral Integrity.....10
U.	Code of Ethical Standards10
V	Tolls.....10
W.	Proposals Become Property of the Authority10
X	Right to Audit Clause10
Y	Shareholders/Partnership Disclosure Statement10
Z	Vendor Disclosure Form – EO No.129 (McGreevey 2004).....11
AA	Notice to All Respondents of Set-Off for State Tax.....11
BB	Affidavit of Non-Collusion.....11
CC	Final Agreement(s)11
DD.	Proposal Schedule.....11
III	Scope of Services12
A.	General – NJTA and SJTA.....12
B.	NJTA Background.....12
C.	NJTA Existing Environment12
D.	NJTA Requirements and Preferences12
E.	SJTS Services - Optional.....14

IV	RFP Response Evaluation Criteria & Quotation Submission Form	22
	A. Proposals	22
	B. Proposal Format	22
	C. Evaluation Factors.....	23
	D. Evaluation Criteria.....	23
	E. Cost Proposal	25
V	Insurance and Indemnification	27
	A. Insurance	27
	B. Certificate and Endorsement Requirements.....	28
	C. Indemnification.....	29
VI	Checklist and Exhibit Documents.....	30

SECTION I

INTRODUCTION

The New Jersey Turnpike Authority (“NJTA”) operates the New Jersey Turnpike and the Garden State Parkway. The South Jersey Transportation Authority (“SJTA”) operates the Atlantic City Expressway. NJTA and SJTA collectively are referred to as the “Authorities”. NJTA is issuing this Request for Proposal (“RFP”) to procure the services of a private sector firm (“Consultant”) to upgrade NJTA’s PeopleSoft Financial System (“PeopleSoft System”) to the latest version (collectively “NJTA Services”). In concert with the upgrade, NJTA also requires: 1) activation of the E-settlements, Project Costing, and Strategic Sourcing modules collectively (“Other Modules”); 2) a best practice review of all major business processes; and 3) possible new configurations to streamline the Inventory/General Ledger reconciliation process. In addition, the Consultant that is selected to perform NJTA Services may also be retained to perform optional services for SJTA. Specifically, the Consultant may be required to implement and migrate from SJTA’s current ERP System to a PeopleSoft ERP platform that would leverage the existing system architecture of the NJTA (“SJTA Services”).

The Scope of Services to be performed for both entities is expressly set forth in Section III herein. The successful Consultant will be selected based on the evaluation criteria described in Section IV. The resulting contract(s) will be for a term of one (1) year with an option at the Authority’s sole discretion to extend for one (1) additional one-year term.

The Proposer must demonstrate that it is capable of working with the Authorities to implement both the NJTA PeopleSoft upgrade as well as SJTA’s PeopleSoft implementation in a timely fashion.

The solicitation of Proposals is being conducted pursuant to the statutes and laws of the State of New Jersey, as found in N.J.S.A. 27:23-6.1, and Executive Order No. 37, and the regulations and policies of the NJTA with regard to the procurement of professional services. Furthermore, Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.1, *et seq.* Proposers are also required to comply with the EEO requirements of P.L. 1075, C.127 (N.J.A.C. 17:27).

An evaluation committee will be appointed by the NJTA Executive Director and will consist of five representatives from the Authorities (the “Evaluation Committee”).

Upon review of all Proposals, the Authorities may request that one or more Proposers appear for an oral presentation focusing on how their proposed project approach and solution will satisfy the requirements of this RFP. The Authorities may limit the number of Proposers that can make oral presentations to permit efficient competition among the most highly rated proposals. Should an oral presentation be requested, it will be an opportunity for each short-listed Proposer to introduce its project staff to the Authorities, demonstrate its proposed solution, and to present supplementary information regarding its Proposal and credentials as related to the specific needs of the Authorities. The Proposer may use handouts, display boards, products and other materials during this oral presentation; provided, however, that the presentation will be restricted to a maximum time period specified by the Authorities, including the time allotted for a question and answer period. Information relating to the Proposer’s recent experience on similar assignments, approach

to the project and the use of innovative and/or cost effective measures should be included in the oral presentation.

Proposer(s), invited to make an oral presentation may submit a best and final offer (“BAFO”) either during oral presentation or within two (2) business days following the presentation. BAFO can modify any aspect of the bid proposal, provided mandatory/minimum RFP requirements continue to be satisfied and further provided that the revised price proposal is not higher than the original price proposal.

After evaluating proposals of those invited to make an oral presentation, the evaluation committee may enter into negotiations with same. The primary purpose of negotiations is to maximize the Authorities’ ability to get the best value, based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a proposer’s award potential, including price. More rounds of negotiations may be held with one proposer than another. Negotiations will be structured to safeguard information and ensure that all bidders in the competitive range are treated fairly.

After evaluation of the BAFO submissions, and any negotiations, the evaluation committee will recommend to Authorities’ Executive Directors for award the proposer whose proposal, conforming to the RFP, is most advantageous to the Authority’s, price and other factors considered. The Authorities’ Executive Directors may accept, reject or modify the recommendation of the Evaluation Committee. The Authorities’ Executive Directors may negotiate further reductions in price with the recommended proposer.

Negotiations will be conducted only in those circumstances where they are deemed by the Authorities to be in the Authorities’ best interests and to maximize the Authorities’ abilities to get the best value. Therefore, proposers are advised to submit their best price proposals in response to this RFP, because the Authorities, may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiations with the proposer.

A draft form of the Contract is attached. (See Section VI Exhibit O)

Any proposed modifications to the Contract must be identified and submitted with your response to this RFP; otherwise, by submission of your response, you will be deemed to have accepted the contract attached with responses to inquiries and will be foreclosed from negotiating same.

End of Section I

SECTION II

ADMINISTRATIVE AND CONTRACTUAL INFORMATION

A. Purpose

This RFP contains a Scope of Services (Section III) which is intended to outline the Authorities's needs.

B. Pre-Proposal Meeting

A pre-proposal meeting will be conducted on **Thursday, January 6, 2011** commencing at **1:00pm EST**. The meeting will be held in the Board Room of the State Wide Traffic Management Center, 400 King George Road, Woodbridge, New Jersey 07095. Attendees will be provided with overview of pertinent sections of the RFP as well as the opportunity to ask questions on the contract.

Please notify Sherri Jennings in the NJTA Purchasing Department of intent to attend and the number of representatives planning to attend the pre-proposal meeting. Notify Ms. Jennings by January 5, 2011 via telephone 732-750-5300 Ext. 8628 or email sjennings@turnpike.state.nj.us.

C. Inquiries

ONLY type-written inquiries concerning the RFP will be accepted and may be directed to Andrea E. Ward, Director, Purchasing Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. Inquiries by FAX are acceptable. The FAX number is 732-750-5399. The inquiry deadline is **4:30 P.M. EST, Monday, January 10, 2011**. Inquiries will not be entertained after this date and time.

D. Closing Date

One (1) original and seven (7) copies of the Proposer's Proposal must be received no later than **4:30 P.M. EST, Friday, January 21, 2011** addressed to Andrea E. Ward, Director, Purchasing Department:

Regular Mail

New Jersey Turnpike Authority
P. O. Box 5042
Woodbridge, NJ 07095

Federal Express or Other Overnight Delivery

New Jersey Turnpike Authority
581 Main Street
Woodbridge, NJ 07095

Proposals not delivered by the stated time and date shall not be considered unless the time is extended by the Authorities pursuant to a written Addendum.

Proposers mailing Proposals should allow for their normal mail delivery time to ensure timely receipt of their RFP Responses. Please be advised that using overnight /next-day delivery service does not guarantee overnight / next-day deliveries to our location.

E. The Proposals

It is anticipated that the submitted proposal will provide a concise and precise delineation of the Proposer's ability to meet all of the requirements of the Authorities as provided for in this RFP.

F. Proposer vs. Consultant

The terms "Proposer", "Consultant" and "Firm" are used frequently, and may be used interchangeably; however, "Proposer" is intended to identify the entity submitting a Proposal, while "Consultant" or "Firm" is the entity to whom the Contract is awarded.

G. Signatures

Proposals must be signed by an officer of the Proposer's firm authorized to make a binding commitment.

H. Incurring Costs

The Authorities shall not be liable for any costs incurred by any Proposer in the preparation of its Proposal for the services requested by this RFP.

I. Addendum to RFP

If at any time prior to receiving Proposals it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable Proposers to make an adequate interpretation of the provisions of this RFP, an addendum to this RFP will be provided to each Proposer.

J. Acceptance of Proposals

This RFP does not in any manner or form commit the Authorities to award any contract. The contents of the Proposal may become a contractual obligation, if, in fact, a Proposal is accepted and a contract is entered into with the Authorities. The Authorities may award contracts solely on the basis of the Proposal submitted without any additional negotiations. The Authorities reserve all rights to provide for additional negotiations if it deems it in its best interests. Failure of a Proposer to adhere to and/or honor any or all of the obligations of its Proposal may result in rescission of any award of contract by the Authorities. The Authorities intend to award contracts to the Proposer, which in its sole judgment, provides the best product at the best value to the Authorities, considering the Proposer's Proposal, evaluation factors in this RFP, an oral presentation if necessary and price.

K. Rejection of Proposals

The Authorities reserve the right to reject any and all Proposals. The Authorities shall not be obligated at any time to award any Contract to any Proposer.

L. Final Contract

Any Contracts entered into with a successful Proposer shall be a Contract that shall be satisfactory to the Authorities in accordance with the laws of the State of New Jersey.

The provisions of the attached contract, not otherwise set forth in this RFP, are hereby incorporated. It is understood that any contracts that may be awarded will be on the basis of a professional contract for services within the intent of the statutes and laws of the State of New Jersey, specifically N.J.S.A. 27:23-6.1.

M. Dissemination of Information

Information included in this document or in any way associated with this RFP is intended for use only by the Proposer and the Authority and is to remain the property of the Authority. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.

N. Public Records

Any Proposal received from a Proposer under this RFP constitutes a public document that will be made available to the public upon request. A Proposer may request the NJTA's Director of Law to deem certain sections of its Proposal containing personal, financial or proprietary information non-disclosable, as permitted by N.J.A.C. 19:9-4.2(a)4, which determination shall be in the sole discretion of the Director of Law. Moreover, the Authorities cannot guarantee that it will not be compelled to disclose all or part of any public record under the New Jersey Open Public Records Act. Information deemed to be confidential by the Proposer may not be considered confidential under New Jersey or Federal law, or pursuant to a court order. The Proposer will be deemed to have submitted all such information with this understanding.

O. News Releases

No news releases pertaining to this RFP or any Project to which it may relate shall be made without the Authorities' approval.

P. Affirmative Action

The Proposer must certify that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, ancestry, marital status and affectional or sexual orientation or handicap.

In addition, the Proposer must state in the Proposal that the Proposer agrees to fulfill all requirements and goals and to complete the appropriate forms. The following are included in Section VI:

Exhibit A – Mandatory Equal Employment Opportunity Language

Exhibit B – Affirmative Action Information Sheet

However, if a Proposer maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in place of the AA-302 Form. The appropriate form must be completed and submitted to the Authorities' by the selected Firm immediately after being notified of award of the Contract.

Q. Small Business Enterprises Requirements

It is the policy of the Authorities that small businesses (each a “small business enterprise” or “SBE”) as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury (“Treasury”) in N.J.A.C.12A:10A-1 et seq. or other application regulation, should have the opportunity to participate in Authorities’ Contracts.

To the extent the Proposer engages subcontractors or sub-consultants to perform Services for the Authorities pursuant to this Contract, the Proposer must demonstrate to the Authorities’ satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs.

Evidence of a “good faith effort” includes, but is not limited to:

1. Proposer shall request listings of SBEs, from the Division (609) 292-2146 and/or the Authorities, and attempt to contact same;
2. Proposer shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records;
3. Proposer shall actively solicit and shall provide the Authorities with proof of solicitations of SBEs, for the provision of Services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media;
4. Proposer shall provide evidence of efforts made to identify categories of Services capable of being performed by SBEs;
5. Proposer shall provide all potential subcontractors and sub-consultants with detailed information regarding the Services;
6. Proposer shall provide evidence of efforts made to use the services of available community organization, consultant groups, and local, state and federal agencies that provide assistance in the recruitment and placement of SBEs.

Furthermore, the Proposer shall submit proof if its subcontractors’ and/or sub-consultants SBE registrations on the form attached as Exhibit M, and shall complete such other forms as may be required by the Authorities for State reporting as to participation.

R. Division of Revenue Registration

Pursuant to the terms of N.J.S.A. 52:32-44, the successful Firm is required to provide to the Authorities’ proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into a contract with the Authorities’. **No contract shall be entered into by the Authorities unless the Proposer first provides proof of valid business registration.** In addition, the successful Proposer is required to receive from any subcontractor and/or sub-consultant it uses for goods and services under this contract, proof of valid business registration with the Division of Revenue. No subcontract shall be entered into by any contract with the Authorities unless the subcontractor and/or sub-consultant first provide proof of valid business registration.

Please include a copy of the Proposer's Certificate of Registration with the bid submission. (Exhibit J)

All questions regarding this requirement should be referred to the Division of Revenue hotline at (609)292-1730.

S. State Contractor Political Contributions Notice: Public Law 2005, Chapter 51, Executive Order 134 and Executive Order 117

The intended awardee only will receive the applicable forms, Chapter 51 and E.O. 117, from the NJTA's Purchasing Department to be completed and returned to NJTA for submission to the State Treasurer. Upon approval by the State Treasurer, the Authorities will issue a contract. (Exhibit D)

T. Affidavit of Moral Integrity

Together with the Proposal, the Proposer must submit an Affidavit of Moral Integrity on the form attached hereto for review by NJTA's Director of Law. (Exhibit C)

U. Code of Ethical Standards

The Proposers are advised that the Authorities have adopted the New Jersey Uniform Code of Ethics, a copy of which is attached as Exhibit K. By submitting a Proposal, the Proposer agrees to be subject to the intent and purpose of said Code and to the requirements of the Division on Ethical Standards of the State of New Jersey.

V. Tolls

It is the policy of the Authorities not to offer toll free passage on its roadways for its vendors; N.J.S.A. 19:2-6.3(a) (Subchapter 6. Tolls).

W. Proposals Become Property of The Authorities

All Proposals shall become the property of the Authorities upon receipt and will not be returned.

X. Right To Audit Clause

Proposer shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to NJTA with regard to this agreement. NJTA, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records related to the Contractor's books and records specific to the agreement. Such records shall be retained by Contractor for at least seven (7) years. In no event shall books and records be disposed of or destroyed of prior to seven (7) years or during any dispute or claim between NJTA and Contractor with regard to this agreement.

Y. Shareholders/Partnership Disclosure Statement

Each Proposer shall return to the Authorities with its Proposal a completed, dated, signed and witnessed Shareholders/Partnership Disclosure Statement set forth as Exhibit E.

Failure to include the completed and signed form shall be grounds for rejection of Proposers' Proposal.

Z. Vendor Disclosure Form – Executive Order No. 129 (McGreevey 2004)

Executive Order No. 129 requires disclosure that all parties seeking business under a contract with the Authorities disclose the origin and location of the performance of their services that are the subject matter of the contract. Each Proposer shall return to the Authorities with its Proposal as completed, dated and certified Vendor Disclosure Form set forth as Exhibit F.

AA. Notice to All Respondents of Set-Off for State Tax

Each Proposer shall return to the Authorities with its Proposal a signed and dated Notice to All Contractors of Set-Off for State Tax set forth as Exhibit G which advises Proposers of the State of New Jersey's right to set-off any tax indebtedness from payments made under contracts with the Authority.

BB. Affidavit of Non-Collusion

Each Proposer shall return to the Authorities with its Proposal a completed, dated, signed and witnessed Affidavit of Non-Collusion set forth as Exhibit I. Failure to include the completed and signed form shall be grounds for rejection of Proposer(s)'s Proposal.

CC. Final Agreement(s)

Any Agreement entered into with a successful Contractor(s) shall be an Agreement that shall be satisfactory to the Authorities in accordance with the laws of the State of New Jersey. The provisions of the attached Agreement, not otherwise set forth in this RFP, are hereby incorporated. A form agreement is attached hereto as Exhibit O.

DD. Proposal Schedule

Pre-Proposal Meeting	January 6, 2011
Closing Date for Submittal of Inquiries (4:30 PM EDT)	January 10, 2011
Closing Date of Receipt of Proposals (4:30 PM EDT)	January 21, 2011
Oral Presentations (if requested)	February 3, 2011
Tentative Commission Approval	February 23, 2011

End of Section II

SECTION III

SCOPE OF SERVICES

A. General – NJTA and SJTA

1. The Proposer shall be responsible for the thorough understanding of the project requirements including the applicable codes, and regulations. The Proposer shall become familiar with the Authorities' procedures, presentation and coordinating requirements necessary for the effective performance of the project.
2. The Proposer will coordinate its activities with Authorities' personnel in the respective TAS Departments throughout the course of these Contracts. The Proposer will promptly establish a means of coordinating and reporting its activities with the designated project liaison to ensure an expeditious exchange of information.

B. NJTA Background

The NJTA currently utilizes PeopleSoft Financials as it's integrated financial package. The Financial System was first activated in January 2005 and has been in operation since. Other than the application of maintenance patches and software corrections, the same version of the Financial System is still in use.

C. NJTA Existing Environment

1. Currently the NJTA is utilizing Financial System version 8.8, SP1, bundle 27 of PeopleSoft Financials. Peopletools version 8.48.19 is also deployed. PeopleSoft Financials is operating on IBM P-servers with AIX 5.3 and Oracle database Enterprise Edition version 10.2.03. NT based process schedulers run Crystal Reports on Intel servers with Windows Server 2003 OS.
2. Oracle Dataguard is configured to provide disaster recovery at an alternate site. The alternate site is a replica of the primary site and also houses the development systems.
3. Financial System in operation include General Ledger with commitment control, Accounts Payable, Accounts Receivable, Inventory with cost accounting, Billing, Purchasing with e-procurement, Fixed Assets, and Treasury (cash management, deal management and banking). The Treasury module receives 5 bank statement files (BAI) daily and can send out-going wire transfers to 2 banks.
4. The Financial System has not been significantly customized. There are approximately 65 custom SQR reports, 40 custom Crystal Reports, and 125 customized data base objects which include components, records, pages, and Peoplecode.

D. NJTA Requirements and Preferences

The Authority has identified the following requirements and preferences associated with this RFP.

1. Best Practices Review

Consultant should review NJTA's major business processes as implemented in PeopleSoft to determine if they conform to best industry practices. The NJTA seeks priority best practices review of inventory and accounts payable module. The inventory module review should focus on those processes which impact the financial reconciliation with the AP and G/L modules.

2. Financial System Upgrade

- a) Upgrade the Financial System with all existing modules to the latest application version 9.2, Peopletools version 8.49, and Oracle Database version 11.
- b) The upgraded system along with the activated modules should be operational within six months from the effective date of the contract. It must be activated by October 31st.
- c) Assist NJTA staff in configuring and testing Oracle Dataguard for disaster recovery.
- d) Consultant will be responsible for system performance tuning to insure that upgraded system performance is equivalent to that of the original system.

3. Module Activation

- a) Activate the e-settlements, project costing, and strategic sourcing modules of the application.
- b) Add a new Business Unit to the current 28 Inventory business units. Provide complete written documentation of this process and user training for NJTA to perform this task in the future.

4. Training

Consultant will provide user training for each of the upgraded modules and each of the newly activated modules.

5. On-Call Support

The NJTA will utilize the Consultant to provide on-call support consultants on an as needed basis for various tasks involving the upgraded Financial System. Consultant will provide hourly rates for various categories of support for a 1 year period commencing with the completion of the project. Typical resumes of candidates should be submitted as well.

6. Testing

- a) The Consultant will be responsible for developing the overall test plan, test scripts, and supporting documentation which will be utilized for the various phases of testing. The overall test plan should detail the processes, tools, tasks, and materials to be used for all of the testing phases. Testing phases should include unit testing, integration testing, user acceptance testing, and system performance/stress testing. The test scripts should incorporate all agreed upon changes made to the NJTA's business processes resulting from the best practices reviews as well as any enhanced processes/functionality derived from the upgrade to Release 9.1. Additionally the test scripts should ensure that all of NJTA's customizations (including custom reports) will be successfully tested. Each module should have its own test scripts. Prior to execution of any phase of testing, the consultant must obtain signoff from both the NJTA's TAS Department of the module being tested in regards to the respective test scripts. The NJTA will modify the test scripts as needed. The Consultant is further responsible for documenting the successful execution of the test plan/test scripts and any modifications that were required for successful execution.
- b) User acceptance testing will occur after any user training has completed. The Consultant will provide written certification that adequate and sufficient testing has occurred to the NJTA prior to performing user acceptance testing.

- c) Following are the some of the key consultant test plan requirements:
- i) The test plan should include the scheduling requirements for all NJTA resources that will be needed during each phase of the testing.
 - ii) The test plan should include a discussion of how the consultant will utilize realistic examples pertinent to NJTA's business practices in the test script scenarios.
 - iii) Included in the consultant's response at a minimum the test plan outline should address for each phase of testing, what specifically will be tested, what resources will conduct the testing, and what the test results should be.
 - iv) The consultant's response should also cover regression testing methodology to verify and ensure that neither the recommended business process modifications nor the new application enhancements indirectly or adversely impact any other areas of existing ERP system functionality.
 - v) The consultant will be responsible for resolving any deficiencies identified throughout all phases of testing.

E. SJTA Services – Optional

The successful Proposer may be retained to provide the following services:

1. The SJTA System requirements should include the below referenced functionality and integration requirements. The purpose of this RFP is to seek proposals from qualified firms interested in providing the identified ERP software and successfully implementing that software within the Authority.

System Requirements	
<u>Phase I</u> <ul style="list-style-type: none"> <input type="checkbox"/> Finance <ul style="list-style-type: none"> o General Ledger o Cash Management and Treasury o Budgeting – Operational o Budgeting – Capital o Accounts Payable o Invoicing and Accounts Receivable o Fixed Assets o Payroll <input type="checkbox"/> Purchasing <ul style="list-style-type: none"> o General Purchasing o Requisitioning and Workflow o Purchase Order Management and Bid Management o Contract Management 	<ul style="list-style-type: none"> <input type="checkbox"/> Human Resources <ul style="list-style-type: none"> o Human Resources Management o Benefits Administration o Time Keeping <u>Phase II</u> <ul style="list-style-type: none"> <input type="checkbox"/> Engineering and Operations <ul style="list-style-type: none"> o Work Order Management o Project Management o Inventory Management o Asset Management <input type="checkbox"/> Shared System Requirements <ul style="list-style-type: none"> o Reporting and Dashboards o Document Management

2. The successful Proposer will be required to evaluate, design, integrate and maintain the application including post-implementation support. Proposers must be capable of satisfying all aspects of configuring and implementing the new ERP System. The Proposer will convey information and knowledge about the design and operation of the system so that Authority personnel can have a complete and thorough understanding of the system, can monitor its usage, and maintain it in the future.

3. **SJTA Current Technical Environment**

- a. SJTA Information Technology (IT) department operates a WAN (wide area network) for connectivity to the majority of the administrative locations with the remaining two connected via VPN connections. IT supports approximately 134 users including all applications, software, and telephone communications. The SJTA maintains the SJTA's internal and external web site programming and updates. The web site is hosted externally. In addition, the IT department hosts and maintains email capabilities. The IT department supports XP OS workstations and Windows 2000 and 2003 OS servers. The SJTA uses Dell computers and runs on a Cisco network. All servers reside within a single data center. The SJTA and NJTA maintain a private fiber optic based network with sufficient bandwidth to support integration of the two entities in a "hosted" configuration as is envisioned with NJTA being the host of application servers and SJTA and its subsidiary facilities being client of such services.
- b. The SJTA currently runs Sungard Pentamotion for General Ledger, Purchasing, Human Resources and Payroll. This system has been in use for a number of years and has had numerous customizations. The Authority desires to bring historical data, including general ledger, human resources, payroll, and purchase history forward into the new system to support continuity of operations and reporting.
- c. Below is the current user count by department and by system function. Please note that many users perform multiple functions within the current systems

Users by Department	
Department	Users
AC International Airport	17
Engineering and Operations	25
Executive Staff	12
Finance	19
Human Resources	7
IT	11
Purchasing	7
SJTPO	7
Tourist Services	18
Transportation Services	11
Total	134

d.

Users by Location	
Location	Users
Camden	8
West Maintenance	0
Central Maintenance and Engineering	19
Administration (Farley Plaza)	46

Users by Location	
Location	Users
State Police (Farley Plaza)	4
Egg Harbor Toll Plaza	9
Atlantic City Airport	21
Pleasantville Toll Plaza	7
Atlantic City Office	11
Vineland	7

4. **SJTA Software Products**

The Proposer will provide pricing for the PeopleSoft products which meet the prioritized needs of the SJTA, or propose additional software systems and the requisite interfaces in order to address all of the requested functionality which includes:

- Shared System Requirements
 - General
 - Reporting and Dashboards
 - Document Management
- Finance System Requirements
 - General Ledger
 - Cash Management and Treasury
 - Budgeting – Operational
 - Budgeting – Capital
 - Accounts Payable
 - Invoicing and Accounts Receivable
 - Fixed Assets
- Purchasing
 - General Purchasing
 - Requisitioning and Workflow
 - Purchase Order Management and Bid Management
 - Contract Management
- Human Resources System Requirements
 - Human Resources Management
 - Benefits Administration
 - Time and Attendance (including time clocks)
- Engineering and Operations
 - Work Order Management
 - Project Management
 - Inventory Management
 - Asset Management

The cost-effective solution must have seamless integration of all functions. The Proposer should provide a description of the proposed software solution including specific module listing and indicate the specific version of the software. Software and application brochures may be provided, but should be included in an appendix and not within the body of the response.

5. **SJTA Implementation**

- a. The Authority expects an extensive and comprehensive structured approach to the implementation of the system. The flow of data and the tasks involved in accomplishing transactions (business processes) will be reengineered where appropriate to improve efficiency through the use of system functionality.
- b. The Proposer must provide a detailed, organized approach to implementing the system throughout the organization. The SJTA has engaged the services of an outside vendor to provide project coordination, quality assurance, future state organizational design, and change management services related to this implementation that may be used at the discretion of the SJTA. The Proposer is strongly encouraged to suggest an approach that incorporates system driven re-engineering to maximize the success of the implementation and minimize any software changes.
- c. The implementation approach should include at a minimum the following components as described below:
 - Project Management
 - Software Implementation
 - Software Installation and Configuration
 - Performance Testing and System Tuning
 - Reporting
 - Data Conversion
 - System Interfaces
 - Acceptance Testing
 - Project Plan
 - Potential Risk and Mitigation
 - Disaster Recovery and Contingency Plan
 - End User Training
 - Post Go-live Support
 - Authority Participation
 - Ongoing Internal Support Guidelines
 - Maintenance Support
 - Hardware
 - Operating System
 - Database
 - Modifications
 - Additional Consulting Services
 - Exceptions
- d. **Project Management** The Proposer must describe its project management approach and its process for assuring the delivery of high quality products and services. The Proposer should include a description of standard project management practices such as status updates, risk management, and project communications. In addition, the Proposer should demonstrate the ability to provide a detailed project plan to the Authority within four weeks of beginning work.
- e. **Software Implementation** The Proposer must describe its approach for performing the implementation of the proposed system. The implementation approach should include descriptions of each step within the Proposer's implementation methodology including a listing of the deliverables provided at each step. The Proposer should feel free to present their

implementation approach in their preferred format, but it should include at a minimum the following elements

- Technical, system and user documentation that will be provided
 - Detailed descriptions of any identified software modifications identified in response to the requirements listed
 - Interactive user involvement including participation in unit or pilot testing
- f. **Software Installation and Configuration** The Proposer must describe its process for installing the required software on the server(s) and or workstations. The Proposer should address training of Authority personnel in the backup/restore and system maintenance activities as well as documentation to perform these activities and what coordination with NJTA staff will be required.
- g. **Performance Testing and System Tuning** The Proposer must describe its proposed activities related to performance testing and system tuning. The Proposer should address the frequency of these activities and what coordination with NJTA staff will be required.
- h. **Reporting** The Proposer must describe the number of basic standards reports it can provide to the Authority as part of the Cost Proposal. These reports must provide real-time and/or historical information including, but not limited to financials, budgets, project status, human resources, and purchases. If the Proposer is providing additional reports, a description of these reports as well as associated costs must be included.
- i. **Data Conversion** It is the intention of the SJTA to convert their current financial and payroll data from their current Pentamation system into the PeopleSoft platform. Data in Pentamation dates to 2002 and will need to be converted to match any changes in general ledger structure that result from the implementation design. In addition, purchasing history for the past three years (2007, 2008, 2009) are desired as are all open capital projects and programs. The Proposer must describe its approach to data conversion including mapping, programming, loading, testing, and required involvement by SJTA employees.
- j. **System Interfaces** The SJTA will need several interfaces to be developed to support existing process and external systems that must interface with the general ledger. The Proposer will provide its approach developing interfaces including identifying and resolving data translation issues, staging data, and performing validation testing. The following interfaces are required:
- k. **Bank** The Authority desires an interface with its banks, currently the Bank of New York and Wachovia to extract and monitor transactions. Where possible, standard functionality is desired to facilitate the Authority's ability to switch banks in the future. The Proposer should describe how their interfaces could be modified for another bank. The Proposer must provide a description for developing this interface.
- l. **Dossier (Fleet Management)** The Authority currently uses the Dossier system to manage their fleet maintenance records. The system should interface purchasing requisitions, PO's, inventory receipts, and work order information between the ERP and the Dossier system.
- m. **Gas Boy** The Authority currently uses the Gas Boy system to record and report their fuel usage. Gas Boy is currently interfaced with the Dossier system. Fuel usage should be interfaced into the ERP and associated with the appropriate vehicle (asset)
- n. **Acceptance Testing** The Proposer will describe how it will develop Acceptance Test Plans and lead Authority users through the testing phase.

- o. Project Milestone Plan** The Proposer must provide a high level project plan which includes the major milestones and tasks outlined within the Software Implementation and Training Sections. The project plan should outline the Proposer's plan for having the Phase 1 Functionality, including the financial and purchasing functions, implemented by January 1, 2012. The project plan should also outline the Proposer's timeline for implementing the additional functionality and any creative suggestions to maximize the efficiency of the overall project.
- p. Potential Risks and Mitigation** The Proposer should provide a listing of likely risks to successful implementation and the Proposer's recommended mitigation steps.
- q. Disaster Recovery and Contingency Plan** The Proposer must provide a list of recommendations related to Disaster Recovery planning for all components installed as part of the System and anticipates that much of the Disaster Recovery functionality will reside within the existing NJTA architecture.

The Proposer will be expected to assist in establishing guidelines of the information to be included in the Disaster Recovery and Contingency Plan, including:

- Definition of the circumstances under or for which the plan is to be activated
- Procedures to restart the system
- Disaster recovery team members and responsibilities
- User Department operational procedures
- System backup procedures
- System archival (purge) and retrieval processes

The SJTA does not intend that the Proposer prepare a comprehensive disaster recovery plan. The Proposer's recommendations should focus on the system(s) proposed and not all of the Authority's systems.

6. End User Training

- a.** High quality training for all system users is a high priority for the SJTA. Please reference the Users by Functional Area chart earlier in the document for the number of transaction and read-only users who will need to be trained on each system function. It is the SJTA's desire for the Proposer to train all users and designated super-users in every department. Super-users will be identified by the SJTA for each department and will actively participate in training, providing business context and support to the Proposer's trainers. Training is expected to occur at SJTA facilities.
- b.** The Authority desires multi-level training where users are provided the information that they require for their jobs without having to participate in sessions for material that is not relevant. The Proposer must create a training plan that provides the appropriate combination of overview and deep functional knowledge to appropriate users. The Proposer should describe its training approach, materials and methods to meet the SJTA's needs. The Proposer should describe training materials to be used for training staff. This should include course syllabi, training guidelines and user materials. The training materials should be customized for the Authority.

7. Post Go-Live Support

The Proposer should describe its planned post go-live support approach and resources. At a minimum, on-site support should be provided for the first two weeks and minimally during the first month-end close.

8. Authority Participation

The SJTA understands that participation from their resources is necessary for a successful implementation and is committed to the overall success of the project. The Proposer should clearly describe the level of required involvement of SJTA staff in each step of the implementation approach as outlined within this section.

9. Ongoing Internal Support Guidelines

After successful implementation, the SJTA will need to maintain the system on its own in cooperation with the NJTA. The Proposer should describe the type of internal staffing needed at SJTA to provide support for the proposed software, hardware, operating system, and database. The support description should include but is not limited to staff skills, qualifications, certifications, and expected amount of time in full-time equivalents.

10. Maintenance Support

- a. The Proposer must provide a detailed description regarding maintenance support for the system including term, and associated costs. The Proposer will also describe its policy with respect to superseded and discontinued software, error correction, revisions and upgrades. The Proposer must also describe its available telephone support. The SJTA is interested in the levels of maintenance support that are available, the direction, financial capability and commitment of the Proposer for support and enhancement of the software.
- b. The Proposer must also describe its process for escalation of support issues and outline its approach for providing the SJTA assurance that important support requests are addressed in a timely manner. As part of this, the Proposer should provide their support service level agreement for different levels of issue criticality (e.g. system down, key transactions not processing, data not displaying properly, etc.) It is anticipated that NJTA and SJTA will fall under a single shared SLA.

11. Hardware

- a. Proposers must describe specifications for any hardware needed to support the system as proposed. This information is expected to include at a minimum an architecture description, operating systems, processor type, number of processors, memory and storage capacities recommended (as well as upgradeable to maximums). The SJTA has a preference for Dell and Cisco Systems, which should be proposed where practical; the Proposer should propose the hardware configuration that will optimize the performance and maintainability of the system. Hardware should also include 10 time-clocks with biometric functionality that will support the proposed time and attendance software module.
- b. The Proposer should provide pricing for the recommended hardware configuration in the cost proposal section. The SJTA reserves the right to acquire the recommended hardware through the Proposer or acquire appropriate hardware through their existing procurement vehicles.

12. Operating System

The Proposer should identify the operating system required by the proposed applications software in the recommended hardware environment. Proposers are required to supply the name of the operating system, manufacturer, version, date of release, current patch level and any licensing for the recommended operating system for the proposed software to perform at full production levels.

13. Database

The Proposer should indicate and describe the Relational Database Management System (RDBMS) utilized by the integrated financial system.

14. Modifications

The SJTA's goal is to implement a system with no or as few modifications as possible. Proposers should describe each required modifications including a description of the modification, the modules it impacts, and the expected impact on system upgrades. Proposers should describe their development and testing process for software modifications as it varies from their standard implementation approach. In addition, Proposers should outline steps and additional skills required by the SJTA's IT department to maintain each modification.

15. Additional Consulting Services

- a. The SJTA may need additional skills and resources beyond those available under the fixed price portion of the contract. This assistance may be required to support additional implementation activities associated with the System or other initiatives as determined by the SJTA's Project Manager.
- b. The Proposer should include a description of additional consulting services that may be beneficial to the SJTA in relation to the system implementation but were not included within the scope of services. Please note that these services should be 'additional.' Any services required for the proper and complete implementation of the system as outlined within this RFP should be included within the not to exceed cost estimate within the cost proposal.

16. Exceptions

The Proposer should clearly state any exceptions that they have with the scope of work or the SJTA's standard contract terms as provided within this RFP.

End of Section III

SECTION IV

RFP RESPONSE EVALUATION CRITERIA & QUOTATION SUBMISSION FORM

A. Proposals

Proposals shall be submitted in binders. Dividers shall separate the applicable main sections identified in the RFP.

1. All portions of this RFP and the Proposal are considered to be part of a Contract and will be incorporated by reference.
2. All the requirements listed in the Check List Section VI must be complied with in order to be considered responsive to this RFP. Failure to submit any or all of the items in the Section VI may subject Proposer to disqualification.
3. A Proposal must Evidence ability to protect the Authorities from errors and omissions. The Proposer must present evidence in the form of a Certificate of Insurance or letter from its insurance broker that the specific Professional Liability Insurance required in this RFP can be obtained. See Section VA4 for all insurance requirements.

B. Proposal Format

1. The Proposer's completed proposals will consist of multiple parts responsive to the Checklist requirement in Section VI. Proposers are required to submit the Technical Proposal separate from the Cost Proposal.
2. A Proposal is requested from interested experienced Proposers. The Proposal will detail the Proposer's experience, personnel, proposed scope and approach, and any other relevant information.
3. The Proposal format shall conform to the following outline:
 - a) Table of Contents
 - b) Executive Summary for Proposer and sub-consultant (if any) background information
 - c) Administrative information
 - (i) Exceptions, reservations and other caveats (provide enough detail to be fully considered)
 - (ii) Firm and sub-consultant information Project Team information
 - d) Project Management
 - (i) Project Understanding
 - (ii) Description of how the Project will be conducted
 - (iii) Assumptions
 - (iv) Project Management
 - Work plan or schedule.
 - Organization of Project Team
 - Communication (meetings, project reviews, reporting (frequency and methodology), etc.)
 - Change Order Process
 - Issue Resolution Process
 - e) Authority Responsibilities
 - f) Technical Response

- (i) Implementation (from Notice to Proceed through System Acceptance)
- (ii) Change Control
- (iii) On-site quality acceptance testing – process, timeframe and acceptance criteria.
- (iv) On-site user acceptance testing – process, timeframe and acceptance criteria.
- (v) Training
- (vi) Move to production procedures (including rollback plan, purging of test data / test user accounts, etc.)
- (vii) Post “Go Live” support by Firm’s implementation team
- (viii) Documentation
- g) Price – Show separate prices for the upgrade and module activation.

C. Evaluation Factors

The Proposals will be carefully evaluated for conformance with the requirements of this RFP and demonstration of competency and responsibility as presented in the Proposal. Proposers will be awarded a maximum of 100 points based on the criteria set forth below:

1. Project Approach and Implementation 30%

Evaluation will include the Proposer’s approach and demonstrated ability to implement the PeopleSoft upgrade for NJTA and installation for SJTA, if required. Proposers must address all specified requirements in the RFP with concise tangible responses explaining the methodology to be used to comply with each requirement. Other factors include project schedule, change control procedures, project reporting, testing techniques, quality-assurance protocol and resolution methods.

2. Firm’s Strength and Experience: 10%

Evaluation will include the Proposer’s prior experiences with installing and upgrading PeopleSoft and/or similar integrated financial software systems. In addition, evaluation will focus on the Proposer’s organization and integration to deliver the Services required under the RFP. Evaluation will also include the Proposer’s demonstration of financial stability, industry reputation (including checked references). To assist in the evaluation of this criteria, Proposer must include:

- a) Provide copies of audited Financial Statements for the past 3 years. In addition please feel free to provide as many (current) independent financial ratings from NJ State and nationally recognized/consensus rating bureaus (e.g. AM Best, Moody’s, Standard & Poor’s).
- b) Statement as to whether there is expected to be any substantial change in financial position or income in 2011
- c) Name, address and telephone number of the office whose company or division will provide services under this RFP.
- d) Project References: Name, address and description of client for whom services were provided; type of organization; contact information; description of project; month and year of implementation and completion of projects; and comparable information for subsequent services rendered.

3. Strength and Expertise of Project Team 20%

Evaluation will include qualifications and relevant experience of key personnel. In addition to a review of key personnel experience, evaluation of each individual's employment status (full time or contract employee), whether the Project Team has successfully worked together on previous assignments, and a statement from the Proposer that is sufficiently committed to keeping the individual team members intact during the duration of the project. To support this evaluation, the Proposal must include:

- a) Key Personnel assigned to the Project
- b) Resumes (up to 2 pages each)
- c) Position of the individual within the company (including employment status)
- d) Assignment for this Project
- e) Present assignments for other Projects
- f) Percent of time that this individual will be dedicated to this Project
- g) Project references where the individual has worked on a similar assignment.

4. Cost Proposal 40%

Evaluation will be based on cumulative review of both base prices (for NJTA Services) and optional prices (for SJTA Services). The Proposer must indicate firm fixed prices for the Services required in this RFP. The prices shall include all professional fees, administrative fees, charges and all out-of-pocket expenses to be incurred in connection with the completion of the Services. Note:

- a) Out-of-pocket expenses will be limited to 10% of the fixed cost price and must conform to General Administration expense policies which can be found at www.GSA.gov.
- b) Implementation billings will be paid according to a deliverable based billing schedule. 10% of each billing will be withheld from each payment, which will be returned at the completion of the project(s).
- c) Appropriate documentation, assumptions and other relevant support materials explaining each of the cost components utilized to develop the Proposer's price shall be included so that the Authorities may fully understand what each component compasses and can accurately compare costs estimates for all proposals.
- d) Evaluation will also take into account any additional materials and information obtained during oral presentations/software demonstration as requested.

NJTA Costs (Base)

Description	Total Hours	Total Cost
Best Practices Review		\$
Financial System Upgrade		\$
E-Settlement Activation		\$
Project Costing Activation		\$
Strategic Sourcing Activation		\$
New Inventory Business Unit		\$
Training		\$
Testing		\$
Other (attach additional sheet with detailed description)		\$
Total NJTA Proposed Cost		\$

SJTA Costs –(Optional)

Complete the SJTA cost information below, in the event that the Authorities opt to utilize the successful Proposer to perform SJTA Services.

Description	Total Cost
Software Products (lump sum)	
License Fees	\$
Maintenance and Support for first five (5) years	\$
Hardware (lump sum)	\$
Database (lump sum)	\$
Implementation Services (not to exceed)	\$
Software Modifications (not to exceed)	\$
Other (attach additional sheet with detailed description)	
Total SJTA Proposed Cost	\$

End of Section IV

SECTION V

INSURANCE AND INDEMNIFICATION

A. Insurance

The Firm shall procure and maintain, at its own expense until acceptance by the Authorities' of the project, insurance for liability for damages imposed by law and assumed under this contract, of the kinds and in the amounts hereinafter provided. All insurance companies must be authorized to do business in the State of New Jersey, and must carry an A.M. Best Rating of A-/VII or better. Before commencing any services hereunder, the Firm shall furnish to the Authorities a certificate or certificates of insurance (together with declaration pages if requested by the Authorities) in a form satisfactory to the Authorities showing that it has complied with this article. The certificate or certificates and declaration pages shall provide that the policies shall not be canceled or restrict any coverage until 30 days prior written notice has been given the Authorities'. All certificates and notices of cancellation change shall be mailed to: Director of Law, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, NJ 07095-5042. Upon request, the Firm shall furnish the Authorities' with a certified copy of each policy, including the provision establishing premiums.

In the event that the Firm fails or refuses to renew any insurance policy required to be maintained herein, or if such policy is canceled or modified so that the insurance does not meet the requirements contained herein, the Authorities may refuse to make payment of monies due under the Contract. The Authorities in its sole discretion may use such monies to purchase insurance on behalf of the Firm.

The types and minimum limits of insurance shall be:

1. Commercial General Liability Insurance

The minimum limits of liability for this insurance shall be as follows:

Bodily Injury and Property Damage.....	\$2,000,000
(Each occurrence combined single limit)	
Personal Injury Each Occurrence.....	\$2,000,000
General Aggregate.....	\$2,000,000
Products Aggregate.....	\$2,000,000
Fire Damage Legal Liability.....	\$100,000
Medical Payments.....	\$5,000

This policy shall name the Authorities, its Commissioners, officers, employees, and agents as additional insured. The coverage to be provided under this policy shall be at least as broad as the standard basic un-amended and unendorsed commercial general liability policy. This insurance policy shall include, but not be limited to, Personal Injury, Broad Form Property Damage, Contractual Liability including the deletion of the coverage restriction related to work conducted within fifty (50) feet of a railroad, Products/Completed Operations, X.C.U., and Independent Contractors Coverages. Products Completed Operations coverage shall remain in force for a period of two (2) years following the completion and/or termination of the contract.

2. Business Automobile Liability Insurance

The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

Combine Single Limit of Liability for Bodily Injury or Property Damage any one accident \$2,000,000.

This policy shall name the Authorities, its Commissioners, officers, employees and agents as additional insured.

3. Workers Wage and Employers' Liability Insurance

Workers Wage Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include an all-states endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of \$1,000,000 for each accident.

4. Professional Errors and Omissions Insurance

The Firm, upon award of the Contract, shall provide its own Professional Errors and Omissions Insurance with a minimum limit of liability of \$2,000,000 per claim and in the annual aggregate exclusive of the amounts required for Commercial General Liability Insurance. The Firm shall maintain its Professional Errors and Omissions Insurance in effect for a period of two years following the termination of the Contract.

B. Certificate and Endorsement Requirements

Each of the above required policies shall contain the endorsements as stated below:

1. Thirty (30) days notice of cancellation or any restriction in coverage by registered mail to the Authorities'.
2. All policies, except Workers Wage and Employers' Liability Insurance, shall contain a waiver of subrogation clause in favor of the Authorities
3. With respect to policies (A1) and (A2) the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to the Authorities." Insurance Coverage in the minimum amounts provided for herein shall not relieve the Firm of any liability which might exceed that amount, nor shall it preclude the Authorities from taking such other actions as are available to it under any other provisions of this contract, or otherwise in law.

The Firm shall also require that all of its contracting parties comply with the insurance requirements stated above including providing evidence of such insurance coverages in the same manner as stated above.

Due to future changes in economic financial and/or insurance market conditions the Authorities at their discretion may modify the above stated insurance requirements.

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE FIRM ARE SPECIFIED HEREIN, THE LIABILITY OF THE FIRM SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES PROVIDED NOR SHALL THEY PREVENT THE AUTHORITIES FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE CONTRACT OR OTHERWISE IN LAW.

C. Indemnification

Should the Consultant become engaged by the Authority and provide any Services contemplated under this RFP the Consultant agrees to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorney's fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Consultant or the Authority), resulting from any act or omission or willful misconduct of the Consultant or any of its officers, agents, subconsultants, or employees in any manner related to the subject matter of this Agreement. Any money due to the Consultant under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

End of Section V

SECTION VI: CHECKLIST AND EXHIBIT DOCUMENTS

CHECKLIST OF ITEMS

THE FOLLOWING ITEMS, AS CHECKED BELOW, MUST BE SUBMITTED WITH YOUR RFP RESPONSE PACKAGE ALONG WITH THE CHECKLIST ITSELF:

Check off as read, signed & submitted

√		CHECK LIST	√
√	A.	AFFIRMATIVE ACTION INFORMATION SHEET	
√	B.	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Professional Services)	
√	C.	AFFIDAVIT OF MORAL INTEGRITY	
	D.	STATE CONTRACTOR POLITICAL CONTRIBUTIONS NOTICE Public Law 2005, Chapter 51, Executive Order 134 and Executive Order 117	FYI
√	E.	STOCKHOLDER/PARTNERSHIP DISCLOSURE STATEMENT	
√	F.	FIRM DISCLOSURE FORM – EXECUTIVE ORDER 129	
√	G.	NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX	
√	H.	NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS	
√	I.	AFFIDAVIT OF NON-COLLUSION	
√	J.	NJ BUSINESS REGISTRATION CERTIFICATE	
	K.	NJ UNIFORM ETHICS CODE	FYI
√	L.	SMALL BUSINESS ENTERPRISE/MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE FORM	
√	M.	SMALL BUSINESS ENTERPRISE FORM SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION	
√	N	INSURANCE (see Section V of RFP for Insurance Requirements for this Contract) Submit proof of insurance- either certificate or letter from broker with proposal	
	O	DRAFT AGREEMENT	

(Firm)

(Title)

(Signature)

(Date)

(Name – please print or type)

(Telephone Number/Fax Number)

EXHIBIT A

AFFIRMATIVE ACTION INFORMATION SHEET

IN ACCORDANCE WITH THE TERMS OF THE ATTACHED AGREEMENT PROPOSERS ARE REQUIRED TO SUBMIT ONE OF THE FOLLOWING FORMS RELATING TO COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS. PLEASE COMPLETE AND RETURN THIS FORM WITH THE PROPOSAL.

1. The proposer has submitted a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Contract Compliance Programs (Good for one year of the date of letter).

YES _____ NO _____

If Yes, a photo copy of the Letter of Approval is to be submitted with the bid.

(OR)

2. The proposer has submitted a Certificate of Employee Information Report pursuant to (NJAC 17.27-1.1) and The State Treasurer has approved said report.

YES _____ NO _____

If Yes, a photo copy of the Certificate is to be submitted with the bid. (Expiration Date on Certificate)

Certificate of Approval Number _____

(OR)

3. If Proposer has already submitted Form AA-302 to the States' Affirmative Action Office, please return a copy of it with the bid.

If you are the successful proposer and have none of the above, please contact the Purchasing Department at **(732) 750-5300 ext. 8629** within five (5) days of notification of award for an Affirmative Action Employee Information Report (AA-302). This form (AA-302) must be forwarded to the States' Affirmative Action Office with the NJTA's Copy (Pink) returned to the Turnpike Authority Purchasing Department.

The signature below certifies that one of the above forms of Affirmative Action evidence has been submitted, and all information contained above is correct to the best of my knowledge.

Signed _____ Date Signed _____

Print Name and Title _____

Proposers Company Name _____

Address _____

Telephone Number _____ Fax Number _____

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE **N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

- A. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Wage; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex.
- C. The Contractor or Subcontractor, where applicable will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or worker's representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor or Subcontractor where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. The Contractor or Subcontractor agrees to make good faith efforts to employee minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2** or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.
- F. The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- H. In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation,

gender identity, or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

- I. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- i. Letter of Federal Affirmative Action Plan Approval
 - ii. Certificate of Employee Information Report
 - iii. Employee Information Report form AA302

Page 2 - Mandatory EEO Language – Professional Services

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and Public Agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

The parties to this contract do hereby agree that the provision of **N.J.S.A. 10:5-31 et seq.** dealing with discrimination in employment on Public Contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

Submitted by:

Firm Name: _____

By: _____

Title: _____

Date: _____

EXHIBIT C
AFFIDAVIT OF MORAL INTEGRITY

STATE OF _____

Ss:

COUNTY OF _____

I, _____ the _____ (Pres., Vice Pres., Owner/Partner) of

_____ (Proposer), being first duly sworn, deposes and says:

1. That the _____ (Proposer) wishes its Proposal to be considered with respect to the Services outlined in this RFP as follows:

2. That the _____ (Proposer) wishes to demonstrate moral integrity in accordance with the Services to be rendered herein.

3. That in accordance with said Procedures as of the date of signing this Affidavit, neither the _____ Proposer, or any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi criminal violations, except as follows: **(If none, so state):**

4. Proposer further states that neither the Proposer, nor any of its Principals, Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute; or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contendere to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on contracts performed by it, except as follows: **(If none, so state):**

5. That any depository, Proposer or other agency named (herein or later) is hereby authorized to supply the Authority with any information necessary to verify any statement made in this Proposer's Affidavit of Moral Integrity.

6. That as of the date of signing this Affidavit, outstanding liens filed against this Proposer are as follows: **(if none, so stated).**

7. That the undersigned, being authorized to act on behalf of _____ Proposer, certified that I am personally acquainted with the operations of said Proposer, have full knowledge of the factual basis comprising the contents of this Affidavit of Moral Integrity and that the same are true to my knowledge.

8. That if a corporation, the Proposer _____ (is, is not) incorporated in the State of New Jersey. If not a New Jersey Corporation the Proposer _____ (is, is not) authorized to do business in the State of New Jersey (attach Certificate of Authorization from New Jersey Secretary of State).

9. That this Affidavit of Moral Integrity is made to induce the Authority to accept a Proposer as a qualified provider of the Services and be permitted to submit a response to the RFP knowing that the said New Jersey Turnpike relies upon the truth of the statements herein contained.

Sworn and Subscribed to Before Me This

_____ Day of _____ 20__

Notary Public

Proposer

Signature

Title
(Corporate Seal)

EXHIBIT D

STATE CONTRACTOR POLITICAL CONTRIBUTIONS NOTICE Public Law 2005, Chapter 51, Executive Order 134 and Executive Order 117

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 ("EO 134") was signed on September 22, 2004 and became effective October 15, 2004. The Order is applicable to all State agencies, the principal departments of the executive branch, any division, board, bureau, office, commission within or created by a principal executive branch department, and any independent State authority, board, commission, instrumentality or agency. Executive Order 134 was superseded by Public Law 2005, c.51, signed into law on March 22, 2005. In September 2008, Executive Order 117 was signed and became effective November 15, 2008. It applies to the same government contracting entities subject to Executive Order 134, but extends the political contribution restrictions by expanding the definition of "business entity" to include, for example, more corporate shareholders and sole proprietors. Executive Orders 134 and 117, and Public Law 2005, c.51 contain restrictions and reporting requirements that will necessitate a thorough review of the provisions. Pursuant to the requirements of PL 2005, c.51, the terms and conditions set forth in this section are material terms of any OPS resulting from this RFEIOI or RFP:

DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls 10% or more of the corporation's stock); professional services corporation (and any of its officers or shareholders); limited liability company (and its members); general partnership (and its partners); limited partnership (and its partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity ; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.

b) Prior to the award of any contract or agreement, the intended Awardee shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made to the State Treasurer.

STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 51 (EXECUTIVE ORDER NO. 117)

Governor Jon S. Corzine recently signed Executive Order No. 117, which is designed to enhance New Jersey’s efforts to protect the integrity of government contractual decisions and increase the public’s confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 (“Chapter 51”), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government Firms.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of “business entity” is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
 - Officers of a corporation, any person or business entity who owns or controls 10% or more of the corporation’s stock, and professional services corporations, including any officer or shareholder, with the term “officer” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;

- Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLC's), with the term "partner" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1);
 - In the case of a sole proprietorship: the proprietor; and
 - In the case of any other form or entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, and partner thereof;
 - Spouses, civil union partners, and resident children of officers, partners, LLC members, persons owning or controlling 10% or more of a corporation's stock, all shareholders of a professional services corporation, and sole proprietors are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed or after November 15, 2008.

Updated forms and materials are currently being developed to combine the requirements of P.L. 2005 c. 51 and Executive Order 117. In the meantime, beginning November 15, 2008, the intended Awardee only will be required to submit, in addition to the currently required Chapter 51 and Chapter 271 forms, the Certification of Compliance with Executive Order No. 117 form(s). The Chapter 51 and EO 117 forms are available on the Department of Treasury Division of Purchase and Property's website at: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> and the Chapter 271 form is also available on the Department of Treasury Division of Purchase and Property's website at: <http://www.state.nj.us/treasury/purchase/forms/CertandDisc2706.pdf>

EXHIBIT E

STOCKHOLDER / PARTNERSHIP DISCLOSURE STATEMENT

The undersigned firm name of Proposer, in compliance with Public Law 1977, Chapter 33, does hereby state and declare the following list of stockholders or partners in this corporation or partnership, as the case may be, with 10 percent or greater interest therein.

<u>Name</u>	<u>Address</u>	Number of Shares of Stock Corporation or % of <u>Interest in Partnership</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that to the best of my knowledge the list of stockholders above is current and correct.

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Witnessed by _____ Date _____

EXHIBIT F

VENDOR DISCLOSURE FORM EXECUTIVE ORDER # 129

Please be advised that, the New Jersey Turnpike Authority (the "Authority") has developed this form under the policy and procedures in accordance with Executive Order #129 (2004). Under this order, the Authority must consider the requirements of New Jersey's contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

The Authority shall insure that all Firms seeking to enter into any contract in which services are procured on his behalf must disclose:

- a. The location by country where the services under the contract will be performed;
and
- b. Any subcontracting of services under the contract and the location by country
where the subcontracted services will be performed.

LOCATION BY COUNTRY WHERE SERVICES UNDER THIS CONTRACT WILL BE PERFORMED:

Contractor _____
(Location by Country)

Name: _____

Address: _____

Title: _____

Subcontractor: _____
(Location by Country)

Name: _____

Address: _____

Title: _____

I certify that all information is true and correct to the best of my knowledge.

Contractor: _____ Title: _____

EXHIBIT G

NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX

Please be advised that pursuant to P.L. 1995. c. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership, or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services or construction projects and at the same time the taxpayer, or the partner or shareholder of that entity, is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

The Director of Division of Taxation shall give notice to the set-off to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects and provide an opportunity for a hearing with thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c.52:32-32et seq.) to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects shall be stayed.

“I HAVE BEEN ADVISED OF THIS NOTICE.”

COMPANY_____

SIGNATURE_____

NAME_____

TITLE_____

DATE_____

EXHIBIT H

**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR
DISCLOSURE OF POLITICAL CONTRIBUTIONS**

All business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT
COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-20.27**

STATE OF _____

:SS

COUNTY OF _____

I, _____ of the _____ of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____, a _____ in the firm of _____
(Name) (Title, Position, etc)

_____, the Proposer making the Submission in response to the Request for Proposal to Furnish and Provide the Services referenced herein; that I executed said Submission with full authority to do so; and that the Proposer acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of contracts in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the New Jersey Turnpike Authority relies upon the truth of the statements contained in said Proposal and in statements contained in this affidavit in awarding the contract for the Services.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage proposerage, or contingent fee, except bona fide employees of the Proposer, and as may be permitted by law.

Print Name: _____

Subscribed and Sworn to before me this _____ day of _____ 20____

Notary Public of _____

My Commission Expires: _____

EXHIBIT I

AFFIDAVIT OF NON-COLLUSION

STATE OF :
 :
COUNTY OF :

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Turnpike Authority ("Authority"), or any person interested in the proposed contract; and that all statements in said Proposal are true.

2. The Proposer further certifies that he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by Authority as to whether Authority should decline to award a contract to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

FIRM NAME

NAME

TITLE

SIGNATURE

Subscribed and sworn to
before me this day
of , 20____.

EXHIBIT J

NJ DIVISION OF REVENUE BUSINESS REGISTRATION

For information regarding the New Jersey Division of Revenue Business Registration Requirement, Proposers can contact the Bureau of Client Registration at (609) 292-1730.

If you wish to file your application online, you may do so by visiting the following website:
<http://www.nj.gov/treasury/revenue/busregcert.htm>

EXHIBIT K

NEW JERSEY UNIFORM ETHICS CODE¹ FOREWORD

Pursuant to *N.J.S.A. 52:13D-23*, the State Ethics Commission has adopted this Uniform Ethics Code to govern and guide the conduct of State officers and employees and special State officers and employees in State agencies in the Executive branch of State Government.

The Uniform Ethics Code shall be the primary code of ethics for State agencies. It shall be supplemented by an agency code of ethics formulated with respect to the particular needs and problems of the agency to which said code is to apply. Each agency, in consultation with the Attorney General's Office, must review its enabling legislation to ensure that any agency specific conflicts provisions are included in any supplemental agency code. An agency code must be approved by the Commission.

¹ New Jersey Uniform Ethics Code, September 2006

NEW JERSEY UNIFORM ETHICS CODE TABLE OF CONTENTS²

- I. DEFINITIONS
- II. GENERAL STANDARDS OF CONDUCT
- III. ACCEPTANCE OF GIFTS
- IV. ATTENDANCE AT EVENTS
- V. POLITICAL ACTIVITY
- VI. OUTSIDE ACTIVITIES AND BUSINESS INTERESTS
- VII. OFFICIAL STATIONERY
- VIII. POST-EMPLOYMENT RESTRICTIONS
- IX. RECUSAL ON OFFICIAL MATTERS
- X. CONTRACTS
- XI. RETIREMENT GIFTS
- XII. WAGE FOR PUBLISHED WORKS
- XIII. FAMILY MEMBERS – CONFLICTS OF INTEREST
- XIV. CASINO-RELATED FAMILY MEMBER RESTRICTIONS
- XV. REPORTING COMPLAINTS
- XVI. PENALTIES

² New Jersey Uniform Ethics Code, September 2006

I. DEFINITIONS

As used in this Uniform Ethics Code, and unless a different meaning clearly appears from the context, the following terms shall have the following meanings.

“Commission” means the State Ethics Commission, established in but not of the Department of Law and Public Safety pursuant to *N.J.S.A. 52:13D-21*.

“Conflicts Law” means the New Jersey Conflicts of Interest Law, *N.J.S.A. 52:13D-12 et seq.*

“Ethics Liaison Officer” means the individual(s) designated by the agency head to assist the State Ethics Commission in implementing and enforcing the Conflicts Law and related ethics codes.

“Event” means a meeting, conference, seminar, speaking engagement, symposium, training course, ground-breaking, ribbon-cutting, meal, open house, cocktail party, fundraiser, holiday party, social function, or similar event that takes place away from the State official’s work location, is sponsored or co-sponsored by a supplier or a non-State government source and the invitation for which is extended to the State official because of his or her official position.

“Gift” means any fee, commission, service, Wage, gratuity, or other thing of value of any kind. If an item has more than a nominal monetary value, it will be characterized as a gift. A gift includes admission to an event for which a member of the general public would be charged, a meal, transportation, or offer of employment.

“Head of a State agency” means, in the case of the Executive branch of government, except with respect to interstate agencies, the department head or, if the agency is not assigned to a department, the Governor.

“Immediate Family Member” means an individual’s spouse, child, parent or sibling residing in the same household. *N.J.S.A. 52:13D-13(i)*.

“Interest” means (1) the ownership or control of more than 10% of the profits or assets of a firm, association, or partnership, or more than 10% of the stock in a corporation for profit other than a professional service corporation organized under the “Professional Service Corporation Act,” P.L. 1969, c. 232 (C. 14A:17-1 et seq.); or (2) the ownership or control of more than 1% of the profits of a firm, association, or partnership, or more than 1% of the stock in any corporation, which is the holder of, or an applicant for, a casino license or in any holding or intermediary company with respect thereto, as defined by the “Casino Control Act,” P.L. 1977, c. 110 (C. 5:12-1 et seq.). The provisions of this act governing the conduct of individuals are applicable to shareholders, associates or professional employees of a professional service corporation regardless of the extent or amount of their shareholder interest in such a corporation.

“Interested party” means: 1. Any person, or employee, representative or agent thereof, who is or may reasonably be anticipated to be subject to the regulatory, licensing or supervisory authority of the State official’s agency; 2. Any supplier, or employee, representative or agent thereof; 3. Any organization that advocates or represents the positions of its members to the State official’s agency; or 4. Any organization a majority of whose members are as described in paragraphs 1 through 3 above.

“Person” means any natural person, association or corporation.

“Published work” means any tangible medium of expression, including, but not limited to, literary, pictorial, graphic and sculptural matter; sound recordings; and software. *N.J.A.C. 19:61-6.2*.

“Relative,” as used in section XIII, means an individual’s spouse, and the individual’s or his/her spouse’s parent, child, sibling, aunt, uncle, niece, nephew, grandparent, grandchild, son-in-law, daughter-in-law, stepparent, stepchild, stepbrother, stepsister, half-brother, or half-sister, whether the relative is related to the individual or the individual’s spouse by blood, marriage or adoption.

“Special State officer or employee” means (1) any person holding an office or employment in a State agency, excluding an interstate agency, for which office or employment no Wage is authorized or provided by law, or no Wage other than a sum in reimbursement of expenses, whether payable per diem or per annum, is authorized or provided by law; (2) any person, not a member of the Legislature, holding a part-time elective or appointive office or employment in a State agency, excluding an interstate agency, or (3) any person appointed as a New Jersey member to an interstate agency the duties of which membership are not full-time.

“State agency” means any of the principal departments in the Executive branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, and, to the extent consistent with law, any interstate agency to which New Jersey is a party and any independent State authority, commission, instrumentality or agency. A county or municipality shall not be deemed an agency or instrumentality of the State.

"State officer or employee" means any person, other than a special State officer or employee (1) holding an office or employment in a State agency, excluding an interstate agency, other than a member of the Legislature or (2) appointed as a New Jersey member to an interstate agency.

“Supplier” means any person that is providing or is seeking to provide or may reasonably be expected to provide goods and/or services to the State officer or employee’s or special State officer or employee’s agency, including, but not limited to, consultants, Firms and lessors.

“Unclassified office or position” means any office or position in the unclassified service of the civil service of the Executive branch of State government.

II. GENERAL STANDARDS OF CONDUCT

It is essential that the conduct of public officials and employees shall hold the respect and confidence of the people. Public officials must, therefore, avoid conduct that is in violation of their public trust or that creates a justifiable impression among the public that such trust is being violated. Accordingly, State officers and employees and special State officers and employees shall conform their conduct to the following standards.

1. No State officer or employee or special State officer or employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity, which is in substantial conflict with the proper discharge of his/her duties in the public interest.
2. No State officer or employee or special State officer or employee should engage in any particular business, profession, trade or occupation which is subject to licensing or regulation by a specific agency of State Government without promptly filing notice of such activity with the Commission.
3. No State officer or employee or special State officer or employee should act in his/her official capacity in any matter wherein he/she has a direct or indirect personal financial interest that might reasonably be expected to impair his/her objectivity or independence of judgment.
4. No State officer or employee or special State officer or employee should knowingly act in any way that might reasonably be expected to create an impression or suspicion among the public having knowledge of his/her acts that he/she may be engaged in conduct violative of his trust as a State officer or employee or special State officer or employee.

Misuse of Official Position or Information

5. No State officer or employee or special State officer or employee should use or attempt to use his/her official position to secure unwarranted privileges or advantage for him/herself or others.

6. No State officer or employee or special State officer or employee, shall willfully disclose to any person, whether or not for pecuniary gain, any information not generally available to members of the public which he/she receives or acquires in the course of and by reason of his/her official duties. No State officer or employee or special State officer or employee shall use for the purpose of pecuniary gain, whether directly or indirectly, any information not generally available to members of the public which he/she receives or acquires in the course of and by reason of his/her official duties. Representation/Appearance before a State Agency.

7. No State officer or employee, nor any partnership, firm or corporation in which he/she has an interest, nor any partner, officer or employee of any such partnership, firm or corporation, shall represent, appear for, or negotiate on behalf of, or agree to represent, appear for, or negotiate on behalf of, any person or party other than the State in connection with any cause, proceeding, application or other matter pending before any State agency. Nothing contained herein shall be deemed to prohibit any such partnership, firm or corporation from appearing on its own behalf.

8. No special State officer or employee, nor any partnership, firm or corporation in which he/she has an interest, nor any partner, officer or employee of any such partnership, firm or corporation, shall represent, appear for, or negotiate on behalf of, or agree to represent, appear for or negotiate on behalf of, any person or party other than the State in connection with any cause, proceeding, application or other matter pending before the particular office, bureau, board, council, commission, authority, agency, fund or system in which such special State officer or employee holds office or employment.

Nothing contained in this section shall be deemed to prohibit any State officer or employee or special State officer or employee from representing, appearing for or negotiating on behalf of, or agreeing to represent, appear for, or negotiate on behalf of, any person or party other than the State in connection with any proceeding:

- i. Pending before any court of record of this State,
- ii. In regard to a claim for Wage arising under chapter 15 of Title 34 of the Revised Statutes (Workers' Wage),
- iii. In connection with the determination or review of transfer inheritance or estate taxes,
- iv. In connection with the filing of corporate or other documents in the office of the Secretary of State,
- v. Before the Division on Civil Rights or any successor thereof,
- vi. Before the New Jersey State Board of Mediation or any successor thereof,
- vii. Before the New Jersey Public Employment Relations Commission or any successor thereof,
- viii. Before the Unsatisfied Claim and Judgment Fund Board or any successor thereof solely for the purpose of filing a notice of intention pursuant to P.L.1952, c.174, s.5 (C.39:6-65),or
- ix. Before any State agency on behalf of a county, municipality or school district, or any authority, agency or commission of any thereof except where the State is an adverse party in the proceeding and provided he is not holding any office or employment in the State agency in which any such proceeding is pending.

III. ACCEPTANCE OF GIFTS

No State officer or employee or special State officer or employee shall accept any gift, favor, service or other thing of value related in any way to the State official's public duties.

Upon the recommendation of the Special Counsel for Ethics Review and Compliance, the Commission has adopted a zero tolerance policy for acceptance of gifts. (See *Report of the Special Ethics Counsel to the Governor of the State of New Jersey*, dated March 14, 2005.) Accordingly, any gift that is offered to or received by a State officer or employee or special State officer or employee or, his/her spouse, immediate family member, partner or associate shall be immediately reported to the agency's Ethics Liaison Officer ("ELO"). Unless the State officer or employee

or special State officer or employee is permitted to receive the gift or thing of value in accordance with the Commission's rules on attendance at events (see section IV), no State officer or employee or special State officer or employee or, his/her spouse, immediate family member, partner or associate shall accept, either directly or indirectly, any gift, favor, service or other thing of value related in any way to the State official's public duties.

The exceptions to the zero tolerance rules for acceptance of gifts are set forth below.

- a. Unsolicited gifts or benefits of trivial or nominal value, such as complimentary articles offered to the public in general, and gifts received as a result of mass advertising mailings to the general business public may be retained by the recipient or the recipient's department for general use if such use does not create an impression of a conflict of interest or a violation of the public trust. The receipt of such complimentary articles is not required to be reported to the ELO.
- b. A State officer or employee or special State officer or employee may receive a gift, favor, service or other thing of value from a Firm under the same terms and conditions as are offered or made available to members of the general public.
- c. A State employee is permitted to give or receive a gift from a co-worker, a supervisor or a subordinate. The gift should not be excessive or inappropriate for a business environment. Such gift shall not be reported to the ELO.
- d. In accordance with *N.J.S.A. 52:13D-24*, gift provisions do not apply to the acceptance of contributions to the campaign of an announced candidate for elective public office.

The procedures for reporting receipt of a gift are set forth in Appendix A.

IV. ATTENDANCE AT EVENTS

Attendance at an event that is sponsored or co-sponsored by an entity other than the State must be approved by the agency's ELO.

A State employee must complete the form identified as "Request For Approval For Attendance At Event," prior to attendance.

A State employee shall not attend an event in his or her official capacity unless a legitimate State purpose will be served.

Costs associated with attendance at an event shall be paid or reimbursed in accordance with *N.J.S.A. 52:13D-24* and *N.J.A.C. 19:61-6.1* et seq.

A State employee is prohibited from accepting honoraria in connection with his/her attendance or participation at an event. *N.J.S.A. 52:13D-24*.

A State employee is prohibited from accepting entertainment, or reimbursement for entertainment, that is collateral to an event, such as a golf outing, tickets to a sporting event or a meal taken other than in a group setting with all attendees present.

The Commission's rules on attendance at an event and the form that must be completed prior to attendance at an event are set forth in Appendix B.

V. POLITICAL ACTIVITY

Upon giving notice to the agency ELO, a State employee may be involved in political activities unless:

1. the State employee is prohibited from such activities by State or federal statute or agency rule; or

2. the political activity conflicts with the employee's official duties.

Pursuant to *N.J.S.A. 52:13D-14* and *N.J.S.A. 52:13D-24*, a State employee may accept a contribution to the campaign of an announced candidate for elective public office provided the contribution is not known to be given in lieu of a payment that is prohibited by the Conflicts Law. Further, a State employee is subject to the Department of Personnel's Administrative Code provisions governing political activity, *N.J.A.C. 4A:10-1.2*. Note that a State employee is not permitted to serve as a campaign treasurer on any campaign that is subject to the jurisdiction of the Election Law Enforcement Commission.

The Commission's Guidelines on Political Activities and the provisions of *N.J.A.C. 4A:10-1.2* are set forth in Appendix C.

VI. OUTSIDE ACTIVITIES AND BUSINESS INTERESTS

No State officer or employee or special State officer or employee should undertake any employment or service, whether compensated or not, which might reasonably be expected to impair his/her objectivity and independence of judgment in the exercise of his/her official duties.

A State officer or employee's participation in any service, activity or employment that is outside his/her official State duties may be prohibited by the Conflicts Law, other State or Federal law or regulation, or the code of ethics adopted by the employee's agency. Accordingly, a State officer or employee shall obtain the approval of the ELO prior to engaging in any of the following outside activities.

- a. Commencement of any business, trade, profession or other compensated employment, including the acceptance of Wage for a speech or published work;
- b. Uncompensated or volunteer work for or with any entity; or
- c. Holding office or title in the governing or advisory board of any entity.

Notwithstanding the requirement to disclose outside employment and activities, a State agency may exempt disclosure of specific kinds of outside employment or activities if the agency is satisfied that such activity or employment does not present a conflict of interest.

A State officer or employee is not permitted to hold employment with, hold an interest in, or represent, appear for, or negotiate on behalf of a holder of or applicant for a casino license unless the Commission grants a waiver. A waiver is granted in circumstances where it is determined by the Commission that such casino activity will not interfere with the responsibilities of the State officer or employee and will not create a conflict of interest or the appearance of such conflict. A special State officer or employee is prohibited from holding an interest in or representing, appearing for or negotiating on behalf of a holder of or applicant for a casino license, or any holding or intermediary company with respect thereto, in connection with any matter. However, a special State officer or employee without responsibility for matters affecting casino activity may hold employment with a casino license holder or applicant and, if so employed, may hold an interest in or represent, appear for or negotiate on behalf of his/her casino employer. *N.J.S.A. 52:13D-17.2(b)*

All State officers and employees shall complete the Outside Activity Questionnaire attached to this document as Appendix D, in accordance with the procedures adopted by his/her agency. These procedures shall, at a minimum, require that each current employee complete the questionnaire and that each new employee complete the questionnaire upon commencement of employment with the agency. The procedures shall also require that a State officer or employee amend his/her Outside Activity Questionnaire whenever there is a change in the employee's outside activity or State employment. A State agency shall require disclosure of additional information regarding the outside activities of its employees as necessary to address the particular needs and problems of the agency.

The agency ELO shall review all outside activity questionnaires and determine whether the outside activity is permissible in accordance with the Conflicts Law, the Uniform Ethics Code, the agency code of ethics or any other authority. A State officer or employee may appeal an agency ELO's decision to disapprove an outside activity.

Such appeal shall be submitted in writing to the Commission within 60 days of the employee's receipt of the agency's decision. The appeal shall cite the relevant section(s) of the Conflicts Law, Uniform Ethics Code, agency code of ethics or other authority which supports the position of the employee that such outside activity should be permitted.

Each State agency shall develop a Conflict of Interest questionnaire for special State officers and employees of that agency. Each State agency shall develop a process for the review and retention of both Outside Activity Questionnaires and Conflict of Interest Questionnaires.

The Commission's Guidelines Governing Outside Activities are set forth in Appendix E.

Blind Trusts

A blind trust may be used by a State officer or employee, a special State officer or employee, his/her spouse or domestic partner or dependent children to avoid conflicts situations caused by financial interests. The trust must conform to the standards set forth in the Blind Trust Guidelines, Appendix F.

VII. OFFICIAL STATIONERY

Official stationery shall be used only in connection with the State agency's official business. The limitations on use of official stationery also apply to personal stationery paid for by an officer or employee if it is imprinted with the agency office or the title of the State officer or employee.

A State officer or employee or special State officer may not use official stationery to promote a candidate for elective office, endorse a State Firm or contractor, express a personal opinion on a matter that is not related to his/her official duties, or to promote his/her financial or other self-interest.

Exceptions: A State officer or employee or special State officer or employee may use official stationery to write a letter of recommendation for, or respond to an inquiry about, a current or former colleague or employee. These permissible uses are only acceptable so long as the use of official stationery does not create an impression that the State officer or employee is engaged in an unwarranted use of his/her position. For example, it would not be appropriate for a State employee to recommend an individual for inclusion in a program over which the State employee has supervisory or regulatory authority. In addition, there must be a reasonable connection between the officer's or employee's official duties and the use and purpose of the letter.

A State agency may not use official stationery to solicit a contribution from any interested party. Solicitation of any other entity must be reviewed and approved by the agency's ELO.

The Commission's Guidelines with respect to the use of official stationery are set forth in Appendix G.

VIII. POST-EMPLOYMENT RESTRICTIONS

Seeking Future Employment

State officers or employees who have direct and substantial contact with any interested parties must refrain from circulating resumes or in any manner seeking employment with those individuals or entities while still in State service. If an employee is solicited for potential employment by an entity with which he/she has direct and substantial contact, that solicitation must be disclosed immediately to the employee's management and to the agency's ELO. Employees who do not have direct and substantial contact with interested parties may circulate resumes and enter into discussions regarding potential employment with those individuals or entities so long as they avoid any situations that may give rise to an unwarranted advantage. All employees are cautioned that discussions, interviews, and negotiations shall not take place on State time.

Solicitation or discussion of employment with regulated entities, or their representatives, that have a specific cause, proceeding, application or other matter pending before the employee's agency is not permitted. There may be circumstances when solicitation or discussion of employment with respect to regulated entities, or their representatives, could be approved if no specific cause, proceeding, application or other matter is pending before the agency. These situations must be reviewed on a case-by-case basis before the employee proceeds with any job-seeking activities.

Lifetime Ban

At no time subsequent to the termination of his/her office or employment in any State agency may a former State officer or employee or special State officer or employee represent, appear for, negotiate on behalf of, or provide information or services not generally available to members of the public, or agree to perform any of those activities, for any party other than the State in connection with a specific cause, proceeding, application or matter with which the State officer or employee or special State officer or employee had been substantially and directly involved at any time during the course of his/her office or employment. *N.J.S.A. 52:13D-17*. This lifetime ban applies not only to the State officer or employee or special State officer or employee personally, but also to the partnership, firm or corporation under the following circumstances: (1) if the former State officer or employee or special State officer or employee is a shareholder, associate or professional employee of a firm organized as a professional service corporation or (2) if the former State officer or employee or special State officer or employee owns or controls more than 10% of the stock of a corporation or more than 10% of the profits or assets of a firm, association or partnership.

One-Year Ban – Certain State Officials

In accordance with the recommendation of the Special Counsel for Ethics Review and Compliance, a one-year ban on the activities described in this section shall apply to any head, deputy head or assistant head of any principal department, board, commission or authority, the Superintendent of State Police, the Governor's Chief of Staff, Chief of Management and Operations, Chief of Policy and Communications, Chief Counsel, Director of Communications, Policy Counselor, and any deputy or principal administrative assistant to any of the aforementioned members of the staff of the Office of the Governor. For one year after the termination of the State office or employment of any of the individuals noted above, he/she shall not represent, appear for, or negotiate on behalf of, or agree to represent, appear for, or negotiate on behalf of any person or party other than the State with or before any officer or employee of the State agency in which he/she served. The provisions of this subsection shall not apply to any partnership, firm or corporation in which he/she has an interest or is employed, or to any partner, officer, director or employee of such partnership, firm or corporation. Nothing contained in this section shall prohibit a State agency from contracting with a former State officer or employee to act on behalf of the State. In addition, the governor and each head of a principal department in the Executive branch are prohibited, for one year after the termination of office or employment, from registering as a "governmental affairs agent," as that term is defined in *N.J.S.A. 52:13C-20*. *N.J.S.A. 52:13C- 21.4*.

Two-Year Casino Employment Restriction

N.J.S.A. 52:13D-17.2 sets forth post-employment restrictions applicable to State officers or employees subject to financial disclosure by law or executive order, and State officers or employees or special State officers or employees with responsibility for matters affecting casino activities.

Such persons are prohibited from holding, directly or indirectly, an interest in, or holding employment with, a casino licensee or applicant for a casino license for a period of two years following the termination of their State employment. In addition, such persons may not represent, appear for, or negotiate on behalf of a casino. This prohibition applies to any business entity in which the person holds an interest or is otherwise associated, including the officers or employees of such business entity. This prohibition applies to the person's immediate family members unless granted a waiver by the Commission. See Section XIV, below. *N.J.S.A. 52:13D-17.2(c)*.

Waivers

In accordance with *N.J.S.A. 52:13D-17.2*, the Commission may grant an exception from the above casino employment restrictions for a person's immediate family member or an employee who was terminated as a result of a reduction in force, (provided that the employee did not hold a policy-making management position during the five years prior to termination of employment) whenever it determines that such waiver will not create a conflict of interest or the appearance of a conflict of interest:

The Commission's Guidelines with respect to Post-Employment Restrictions are set forth in Appendix H.

IX. RECUSAL ON OFFICIAL MATTERS

A State officer or employee or special State officer or employee is required to recuse him/herself on an official matter that involves any private sector individual, association, corporation or other entity that employed or did business with the State officer or employee or special State officer or employee during the one year prior to the employee's commencement of State service.

A State officer or employee or special State officer or employee is required to recuse him/herself on an official matter if he/she had any involvement in that matter, other than on behalf of the State, prior to commencement of his/her State service.

A State officer or employee or special State officer or employee is required to recuse him/herself on an official matter if he/she has a financial or personal interest that is incompatible with the proper discharge of his/her public duties.

An incompatible personal or financial interest includes, but is not limited to, outside employment; a debtor/creditor relationship; a fiduciary relationship; a source of income; any matter pertaining to or involving a relative or cohabitant; a relationship with a person providing funds, goods or services without Wage; any matter pertaining to or involving a business associate or business investment; and a leadership role in a professional or trade organization, which interest might reasonably be expected to impair a State official's objectivity and independence of judgment in the exercise of his/her official duties or might reasonably be expected to create an impression or suspicion among the public having knowledge of his or her acts that he/she may be engaged in conduct violative of his/her trust as a State official.

Upon determining that a State official shall recuse him/herself on any matter, the State official shall execute the recusal in writing, and shall have no involvement with the subject matter of the recusal. If a State official cannot determine whether he/she should execute a letter of recusal in any matter, the State official shall contact his/her agency ELO or the Commission for guidance. A State official shall seek the advice of the State agency's counsel, agency ELO or the Commission as to the propriety of participation in a matter if any person requests that a State official recuse him/herself from that matter. Oral advice, followed up by a writing, shall be provided by the agency's counsel, the agency ELO or the Commission to avoid delay. Oral advice shall subsequently be memorialized by a writing or by inclusion in public minutes.

The Commission's regulations governing recusal, *N.J.A.C 19:61-7.1 et seq.*, which include the required elements for a written recusal, are set forth in Appendix I.

X. CONTRACTS

With few exceptions, a State employee may not enter into a contractual agreement with the State.

An agency head, deputy head or assistant head is prohibited from engaging in any private business transactions with any employee in his/her agency.

Limitation on contracting by State officer or employee

Pursuant to *N.J.S.A. 52:13D-19*, no State officer or employee shall knowingly undertake or execute, in whole or in part, any contract, agreement, sale or purchase of the value of \$25.00 or more, made, entered into, awarded or granted by any State agency. The exceptions to this prohibition are set forth below. As used in this section, State officer or employee also includes his or her partners, any other person for the use or benefit of the State employee or on his or her account or any corporation which he/she controls or in which he/she owns or controls more than 1% of the stock.

Limitation on contracting by special State officer or employee

Pursuant to *N.J.S.A. 52:13D-19*, no special State officer or employee who has duties or responsibilities in connection with the purchase or acquisition of property or services by the State agency where he/she is employed or an officer shall knowingly undertake or execute, in whole or in part, any contract, agreement, sale or purchase of the value of \$25.00 or more, made, entered into, awarded or granted by that State agency. The exceptions to this prohibition are set forth below. As used in this paragraph, special State officer or employee also includes his/her partners, any other person for the use or benefit of the special State employee or on his/her account or any corporation which he/she controls or in which he/she owns or controls more than 1% of the stock.

The restrictions contained above shall apply to the contracts of interstate agencies to the extent consistent with law only if the contract, agreement, sale or purchase is undertaken or executed by a New Jersey member to that agency or by his/her partners or a corporation in which he/she owns or controls more than 1% of the stock.

Permissible Contracts with the State

(1) With the prior approval of the Commission, a State officer or employee or special State officer or employee is permitted to enter into the following:

(a) purchases, contracts, agreements or sales which are made or let after public notice and competitive bidding or which, in accordance with public bidding laws or regulations applicable to other State agencies, may be made, negotiated or awarded without public advertising for bids, or

(b) any contract of insurance entered into by the Director of the Division of Purchase and Property pursuant to *N.J.S.A. 52:27B-62*.

(2) A State officer or employee or a special State officer or employee or his partners or any corporation or firm in which he/she owns or controls more than 1% of the stock, assets or profits may enter into a contract or agreement with a State agency where the contract or agreement is for the development of scientific or technological discoveries or innovations in which the State agency has a property right, if the State agency has a procedure in its code of ethics for authorizing these contracts or agreements that minimizes actual conflicts of interest, and the code of ethics was approved in accordance with *N.J.S.A. 52:13D-23*, and the contract or agreement complies with that code procedure.

(3) A State officer or employee or a special State officer or employee or his/her partners or any corporation or firm in which he/she owns or controls more than 1% of the stock, assets or profits may enter into a rental agreement with a State agency which operates a facility which rents space or provides services to assist small businesses which employ 50 people or less, pursuant to the same terms and conditions as those offered to members of the public generally.

Please note that the Commission has never approved a request by a State officer or employee, or special State officer or employee, to enter into a contract with his/her own agency.

The Commission's Guidelines on Privatization, set forth in Appendix J, are applicable to a State employee's participation in an open competitive bid process for the privatization of services currently being provided by his/her agency.

XI. RETIREMENT GIFTS

A gift can be given to a State employee upon his/her retirement from State service. There are specific limits to the value of a permissible retirement gift. A State employee shall refer to Appendix K for the provisions governing retirement gifts.

XII. WAGE FOR PUBLISHED WORKS

A State officer or employee or special State officer or employee may not solicit, receive, or agree to receive, Wage from sources other than the State for published work(s) created as part of his/her official duties on State time and/or using State resources.

However, a State officer or employee or special State officer or employee, other than a "designated State officer," (the Governor, cabinet-level officers and other principal administrative officers of the State) may, in connection with any service, advice, assistance, appearance, speech or other matter related to his/her official duties, receive or agree to receive, whether directly or indirectly, from sources other than the State, reasonable fees for published works on matters within his/her official duties not created on State time and/or using State resources.

In addition, a State officer or employee or special State officer or employee may accept Wage from sources other than the State for published work(s) on matters unrelated to his/her official duties created on his/her own time and with non-State resources.

Before agreeing to accept or accepting any Wage from a source other than the State for any published work, a State officer or employee or special State officer or employee must secure his/her State agency's approval to do so.

In determining whether to grant such approval, the State agency shall consider, among other things, whether the Wage is offered by an interested party, and whether the published work uses or discloses information not generally available to the public. The determination shall be consistent with applicable law and agency policy.

No State officer or employee or special State officer or employee may use his/her official title in soliciting Wage for a published work.

The Commission's Guidelines with respect to Published Works are set forth in Appendix L.

XIII. FAMILY MEMBERS - CONFLICTS OF INTEREST

- a. No relative of the Governor may be employed in any unclassified office or position within the State.
- b. No relative of a commissioner or department head may be employed in any unclassified office or position within the department over which the department head exercises authority.
- c. A relative of an assistant or deputy department head may be employed in an unclassified office or position within the department in which the assistant or deputy serves, provided that he/she is not assigned to a position over which the assistant or deputy department head exercises authority.
- d. A relative of a head or assistant head of a division within a department may be employed in an unclassified office or position within the department in which the division head or assistant division head serves, provided that he/she is not assigned to a position over which the assistant or deputy department head exercises authority.

- e. A relative of an appointed member of a governing or advisory body of an independent authority, board, commission, agency or instrumentality of the State may not be employed in any office or position in that entity.
- f. A relative of an appointed New Jersey member of a governing body of a bi-state or multi-state agency may not be employed in an office or position in that bi-state or multi-state agency, unless otherwise permitted by law.
- g. No State officer or employee or special State officer or employee may supervise his/her relative, or exercise any authority with regard to personnel actions involving his/her relative
- h. Each State agency shall require State officers and employees and special State officers and employees to disclose information sufficient for the agency to determine whether the employment of any individual within the agency is prohibited.

Cohabitation

The Commission has determined that the prohibition regarding personnel actions and the supervision of family members, set forth in paragraph 7 above, is applicable to non-related individuals who share the same household with the same financial interdependence that the Commission views as creating a conflict in spousal situations.

Dating Relationship

In the case of individuals involved in dating relationships, the Commission has found violations of the Conflicts Law in situations where the State employee had official involvement in a matter affecting the individual with whom he/she had a dating relationship. Accordingly, a State officer or employee or special State officer or employee shall not have any involvement in his/her official capacity in any matter that pertains to or involves an individual with whom he/she has a dating relationship.

The Commission's guidelines with respect to "Official Interactions with Family Members/Cohabitants and Dating Relationships" is attached hereto as Exhibit M.

XIV. CASINO-RELATED FAMILY MEMBER RESTRICTIONS

Concurrent Employment Restriction

An immediate family member of a State officer or employee, or of any "person," as defined at *N.J.S.A. 52:13D-17.2(a)*, may not hold directly or indirectly, an interest in, hold employment with, or represent, appear for, or negotiate on behalf of a holder of, or applicant for, a casino license, or any holding or intermediate company with respect thereto.

However, an immediate family member of a State officer or employee or "person" may be employed by a casino in circumstances where it is determined by the Commission that such employment will not interfere with the responsibilities of the State officer or employee or "person" and will not create a conflict of interest or the appearance of such conflict. *N.J.S.A. 52:13D-17.2(b)*.

Post-Employment Restriction

An immediate family member of a "person," as defined at *N.J.S.A. 52:13D-17.2(a)*, may not hold, directly or indirectly, an interest in, hold employment with, or represent, appear for, or negotiate on behalf of, any holder of, or applicant for, a casino license in connection with any phase of casino development permitting, licensure, or any other matter related to casino activity, for a period of two years following the termination of the office or employment of such person. However, an immediate family member of a "person" may be employed by a casino in circumstances where it is determined by the Commission that such employment will not interfere with the responsibilities of the "person" and will not create a conflict of interest or the appearance of such conflict. *N.J.S.A. 52:13D-17.2(c)(1)*.

Casino post-employment restrictions that apply to State officials defined as “persons” are noted in section VIII.

XV. REPORTING COMPLAINTS

Allegations that a State officer or employee or special State officer or employee has violated a provision of this Uniform Code, the Conflicts Law, the Commission’s rules, an agency code of ethics or any other standard within the jurisdiction of the Commission should be reported to the appropriate agency ELO or the Commission staff. Allegations should contain as much detailed information as possible and, if the complainant chooses to identify him/herself, should include contact information so that the ELO or Commission staff can obtain additional information if necessary. A complainant is not required to disclose his/her identity when reporting an alleged ethics violation.

XVI. PENALTIES

The Commission is empowered to impose the following penalties in accordance with specific provisions of the Conflicts Law. Note that violations committed by a former State officer or employee or special State officer or employee may be subject to penalties so long as the Commission’s investigation of same was initiated not later than two years following termination of service.

1. *N.J.S.A. 52:13D-17* provides that any person who willfully violates the general post-employment restrictions set forth in that provision is a disorderly person, and shall be subject to a fine not to exceed \$1,000 or imprisonment not to exceed six months, or both. In addition, for violations occurring after March 15, 2006, any former State officer or employee or former special State officer or employee found by the Commission to have violated any of the provisions of this section shall be assessed a civil penalty of not less than \$500 or more than \$10,000.

2. *N.J.S.A. 52:13D-17.2(h)* provides that any person who willfully violates the casino-related post-employment restrictions set forth in Section 17.2 (c) is a disorderly person, and shall be subject to a fine not to exceed \$1,000 or imprisonment not to exceed six months, or both. In addition, for violations of Section 17.2(c) occurring after March 15, 2006, any former State officer or employee or former special State officer or employee found to have violated any of the provisions of this section shall be assessed a civil penalty of not less than \$500 or more than \$10,000.

3. *N.J.S.A. 52:13D-21(i)* provides that any current or former State officer or employee or special State officer or employee found guilty by the Commission of violating any provision of the Conflicts Law, the Uniform Ethics Code, or any agency code of ethics, shall be fined not less than \$500 nor more than \$10,000, and may be suspended from office or employment by order of the Commission for a period not to exceed one year. In addition, for violations occurring after March 15, 2006, the State Ethics Commission may also order restitution, demotion, censure or reprimand.

This subsection further provides that if the Commission finds that the conduct of the officer or employee constitutes a willful and continuous disregard of the provisions of the Conflicts Law, the Uniform Ethics Code or any agency code of ethics, it may order that person removed from office or employment and may further bar the person from holding any public office or employment in this State in any capacity whatsoever for a period not exceeding five years from the date on which the person was found guilty by the Commission.

This subsection further provides that the Commission may impose a penalty of \$50 per day of violation for failure to file an appropriate financial disclosure statement required to be submitted to the Commission by law, regulation or executive order.

(See penalty provisions set forth at *N.J.A.C. 19:61-3.1(j)* and *N.J.A.C. 19:61-5.6(c)*.) 4. *N.J.S.A. 52:13D-23(d)* provides that violations of the Uniform Ethics Code or any agency code of ethics shall be cause for removal, suspension, demotion or other disciplinary action by the State officer or agency having the power of removal or discipline. With respect to a person who is in the classified civil service, the procedure leading to such removal or discipline shall be governed by the Civil Service Act, *N.J.S.A. 11A:1-1 et seq.* and the Rules of the Department of

Personnel. No action for removal or discipline shall be taken under this subsection except upon the referral or with the approval of the Commission.

5. *N.J.S.A.* 52:13D-26 provides that any person who willfully induces or attempts to induce a State officer or employee or special State officer or employee to violate any of the provisions of the Conflicts Law is a disorderly person, and shall be subject to a fine not to exceed \$500 or imprisonment not to exceed 6 months, or both.

EXHIBIT L

SMALL BUSINESS ENTERPRISE / MINORITY BUSINESS / WOMAN OWNED BUSINESS

SMALL / MINORITY / WOMAN BUSINESS ENTERPRISE FORM

If your firm is registered with the State of New Jersey as a Small Business Enterprise (SBE), and/or Certified as a Woman Business Enterprise (WBE) or Minority Business Enterprise (MBE) you must send a copy of the Registration / Certification Form with your Proposal. Please check off the gross receipt category of your business if registered as an SBE

- SBE CATEGORY 1 \$0- \$500,000 _____
- SBE CATEGORY 2 \$500,001 thru \$5,000,000 _____
- SBE CATEGORY 3 \$5,000,001 thru \$12,000,000 _____
- NOT APPLICABLE _____

SBE Registration # _____

Please check below if applicable

Woman Business Enterprise _____ Minority Business Enterprise _____

EXHIBIT M

SMALL BUSINESS ENTERPRISE FORM

SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION

SMALL BUSINESS ENTERPRISE FORM

SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION

NAME & ADDRESS OF SBE (SUB)CONSULTANTISUPPLIER	TYPE OF WORK TO BE PERFORMED	ESTIMATED PERCENTAGEOF (SUB)CONSULTANT WORK

(Attach additional sheet if necessary)

Consultant (Print Name)

Consultant's SBE Liaison officer (if applicable)

Telephone Number

All Consultants must complete and submit this form with their RFP, (If no subcontracting involved State So.)

EXHIBIT O

AGREEMENT FOR

THE UPGRADE AND ENHANCEMENT OF THE PEOPLESOFT FINANCIAL SYSTEM

THIS AGREEMENT is dated and effective_____, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey, with its principal offices located at 581 Main Street, Woodbridge, New Jersey 07095 (the “Authority”); and_____, a corporation of the State of _____(the “Consultant”) (together the “Parties”).

WITNESSETH:

WHEREAS, the Authority requires the services of a firm to provide_____; and

WHEREAS, the Authority wishes to engage the services of a professional firm with adequate staff and experience to perform these services in accordance with a Request for Proposal, dated as of_____, (collectively, with all addenda, the “RFP”); and

WHEREAS, the Consultant is an entity which is proficient in the field of _____and has submitted to the Authority an initial written proposal, dated_____; and

WHEREAS, the Consultant was invited to make an oral presentation to the Authority on_____, following which the Consultant was further invited to submit a Best and Final Offer; and

WHEREAS, on_____, the Consultant submitted in writing a Best and Final Offer which clarified and expanded upon the statements contained in the initial proposal (collectively, with the _____initial proposal document, the “Proposal”); and

WHEREAS, the Proposal was evaluated in accordance with the criteria stated in the RFP and, after comparison with other submissions, was deemed to be the most advantageous to the Authority; and

WHEREAS, on_____, the Authority adopted Agenda Item _____awarding a professional services contract to Consultant; and

WHEREAS, the Authority wishes to memorialize and enter into this Agreement with the Consultant setting forth the terms and conditions of the Parties’ rights and obligations with respect to the procurement of the Services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS.

(a) “Authority” shall mean the New Jersey Turnpike Authority as established in accordance with N.J.S.A. 27:23-1, et seq., and shall be the members of the Turnpike Authority acting in accordance with said statute.

(b) “Consultant” shall mean_____, with its principal offices located

at_____.

(c) "Services" shall refer to _____ in accordance with the Authority's Request for Proposal and all addenda thereto, dated_____, a copy of which is attached hereto as Exhibit A, and the Proposal in response to the RFP, a copy of which is attached hereto as Exhibit B.

(d) "Director of _____" shall refer to the Authority's Director of _____ or his/her designee acting on his/her behalf as employees of the Authority with regard to this Agreement.

2. COMPENSATION.

(a) The authorized amount of compensation to be paid to the Consultant under this Agreement shall be in an amount not to exceed \$_____, in accordance with the Proposal submitted by the Consultant. Payments shall include all professional fees, administrative service fees and all material expenses. The Authority shall have the right to audit all payroll and direct costs or expenses of the Consultant. The Consultant shall keep available, for Authority inspection, records of all costs and expenses for a period of not less than three (3) years after the term of this Agreement.

(b) No increase in the fees or expenses set forth in Section 2(a) hereof shall take effect unless, consistent with Section 11 of this Agreement, such increased fees or expenses are approved by the Members of the Authority in accordance with the statutes and laws of the State of New Jersey. The Consultant acknowledges its responsibility to maintain control of all fees and expenses; and acknowledges and agrees that the total compensation in the amount of \$_____ is a total amount that is not to be exceeded and is an amount sufficient to complete the Services under the terms of this Agreement.

(c) Any payments made to the Consultant by the Authority under the terms of this Agreement shall not be deemed a waiver of the Authority's right to seek damages for remediation in the event there are any deficiencies in the Services.

(d) In the event of any conflicting claim or claims by the Consultant regarding the right to receive payments which may be due, or to become due, from the Authority under the terms of this Agreement, the Authority may withhold reasonable payments pertinent to such conflicting claim or claims until such dispute, or disputes, be finally resolved to the satisfaction of the Authority.

3. STANDARD OF CARE. The Director of _____ may disapprove any item of Service rendered by the Consultant if it is not in accordance with the requirements of the Agreement or the standard of care of the Consultant as set forth herein. The Consultant represents and warrants that it shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing the kind of services hereunder and practicing in the same or similar locality at the same time. In the event of non-fulfillment of the foregoing warranty, upon written demand of the Authority, such corrective services (within the original scope of work) as may be necessary to conform to the foregoing warranty; provided further however, it is understood that the Director of _____ shall have the right throughout the course of the entire Agreement to review the Consultant's work and request remedial efforts and corrections, provided that such changes or corrections are substantially consistent with the approved submittals, and are limited to ensuring that the Consultant has provided the Services in accordance with the requirements of this Agreement and the standard of care. All costs incurred by the Consultant in performing any corrective services shall be borne by the Consultant.

4. **PROFESSIONAL SERVICES.** The Consultant agrees that the Professional Services to be performed hereunder shall be those specified in the RFP and the Proposal. Should any ambiguity or conflict exist among the Agreement, RFP, Proposal and exhibits hereto in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the hierarchy set forth in Section 25. The Consultant represents itself to be experienced and competent to perform the Services.

5. **TERM.** This Agreement shall be in effect for a period of _____ years from the effective date of this Agreement. This Agreement also provides the Authority with the option for _____ one-year extensions, if deemed necessary for additional services necessary or incidental to the subject matter of this Agreement. During the term of the Agreement the Authority will have the right to procure additional materials or services at the negotiated pricing outlined within the Proposal.

6. **PERSONNEL.** The Consultant agrees that the personnel identified in the Proposal will be those individuals that are assigned to the Project, and that the assignment of such individuals is a material term of this Agreement. Consultant agrees to promptly notify the Authority in writing of the identity of any individuals that it desires to assign to perform the Services as a replacement for, or in addition to the individuals named and listed in the Proposal. All replacements shall be subject to the approval of the Authority, provided, however, that such approval will not be unreasonably withheld if any replacement possesses qualifications and experience that is equal to, or greater than, the subject of the replacement.

7. **TERMINATION.** This Agreement may be terminated or suspended by the parties pursuant to the following terms and conditions:

A. The Authority may terminate the Agreement as follows:

- (i) Immediately and without notice, in the event that the Authority determines, in its sole discretion, that the Consultant has materially breached this Agreement;
- (ii) After thirty (30) days prior written notice by the Authority upon failure by the Consultant to remedy a breach of any provision of this Agreement;
- (iii) For convenience, upon thirty (30) days prior written notice by Authority;
- (iv) If the Consultant shall become insolvent or make an assignment for the benefit of the creditors or files a voluntary petition in bankruptcy, or if any involuntary petition in bankruptcy is filed against the Consultant and the act of bankruptcy alleged is not denied by the Consultant; or, if denied, is not removed or dismissed within sixty (60) days, then and in such case, the Authority may at its option forthwith terminate this Agreement.

8. **RIGHTS UPON TERMINATION.** In the event of a termination pursuant to Section 7 the total amount paid to the completion Consultant exceeds the compensation stated in this Agreement, the Consultant shall pay the Authority any excess cost incurred by the Authority as a result of engaging the completion Consultant.

9. **FORCE MAJEURE.** Neither Party shall be liable for any delays or failure in performance due to causes beyond its control, including but not limited to, acts of any government, war, natural disasters, strikes, civil disturbances, fires, equipment failure or failures of third parties to provide (or delays in so providing) equipment, software or services. The Parties shall act, to the extent reasonably possible, to minimize any such delays. In the event either Party is subject to delays due to such a cause

for more than one-hundred twenty (120) days, either Party may, at its option, terminate this Agreement for convenience upon written notice to the other.

10. RIGHT TO AUDIT. Consultant shall:

(a) Permit during ordinary business hours for term of this Agreement and for a period of seven (7) years after final acceptance of the Services, the examination and audit by the officers, employees and representatives of the Authority of such records and books relating to the Services in this Agreement and also any records and books of any company which is owned or controlled by the Consultant, or which owns or controls the Consultant, if said company performs services similar to those performed by the Consultant anywhere in the State of New Jersey.

(b) If such audit as mentioned in the preceding subparagraph (a) requires the Authority's officers, employees and representatives to travel outside the State of New Jersey to the Consultant's principal place of business where the Consultant records and books are maintained, then the Consultant shall bear the additional cost of the audit.

11. INSURANCE. The Consultant shall procure and maintain at its own expense, for the entire term of the Contract, insurance for liability for damages imposed by law, in accordance with Sections of the RFP.

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE CONSULTANT ARE SPECIFIED HEREIN, THE LIABILITY OF THE CONSULTANT SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE TURNPIKE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE CONTRACT OR OTHERWISE IN LAW.

14. INDEMNIFICATION. The Consultant agrees to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorney's fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Consultant or the Authority), resulting from any act or omission or willful misconduct of the Consultant or any of its officers, agents, subconsultants, or employees in any manner related to the subject matter of this Agreement. Any money due to the Consultant under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

15. EEO/AFFIRMATIVE ACTION. The Consultant agrees that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin or handicap.

In addition, the Consultant agrees to complete the appropriate forms attached as follows:

(a) Mandatory Affirmative Action Language; and

- (b) AA-302 form State of New Jersey Affirmative Action Employee Information Report

However, if the Consultant maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in lieu of the AA-302 form.

16. DIVISION OF REVENUE REGISTRATION. Pursuant to the terms of N.J.S.A. 52:32-44, the Consultant is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. No agreement shall be entered into by the Authority unless the Consultant first provides proof of valid business registration. In addition, the Consultant is required to receive from any subconsultant it uses for goods and services under this Agreement, proof of valid business registration with the Division of Revenue. No subconsultant agreement shall be entered into on account of any agreement with Authority unless the subconsultant first provides proof of valid business registration.

17. CONFIDENTIALITY.

(a) Each party agrees that all information and materials shared under the terms of this Agreement are privileged and shall be held in strict confidence by the receiving party and shall only be used in connection with the purposes of this Agreement to conduct such other activities as are necessary and proper to carry out the purposes of this Agreement. Each party shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information or materials or who participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with the performance of this Agreement complies with the terms of this Agreement. Each party shall protect from disclosure all information and materials shared by the parties and their respective counsel, or with technical consultants, to the fullest extent permitted by law.

(b) Upon the termination or expiration of this Agreement, to the extent reasonably practicable, confidential materials shall be returned to the disclosing party, including all copies thereof. Following termination, each party shall remain obligated to preserve the confidentiality of all confidential information received or disclosed pursuant to this Agreement.

(c) In the event information or materials disclosed under this Agreement are sought by a third party by way of subpoena, request pursuant to the Open Public Records Act, or by any other manner, the party receiving the request will promptly notify the other party to enable it to respond to such request and each party shall take all necessary and appropriate steps to invoke any applicable privileges to prevent disclosure, and Consultant shall have primary responsibility to defend any attempt by a third party to obtain from the Authority any information which Consultant considers to be confidential.

18. NOTICES. Any notices to the Parties pursuant to the terms of this Agreement shall be in writing and addressed to:

As to _____:

As to New Jersey Turnpike Authority:

_____, Director of

New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, New Jersey 07095

With a Copy to:

Director of Law
New Jersey Turnpike Authority
581 Main Street
Woodbridge, New Jersey 07095

19. PERSONAL LIABILITY. In carrying out the provisions of this Agreement, or in exercising any power or authority granted it by its position, the Consultant agrees that neither the members of the Authority nor any officer, agent or employee of the Authority shall be personally charged by the Consultant with any liability.

20. APPLICABLE LAWS. The Consultant shall perform the Services in compliance with all applicable Federal, State, and Local laws, ordinances, rules, regulations and orders.

21. GOVERNING LAW. The terms of this Agreement shall be governed by and construed under the laws of the State of New Jersey. Any action brought by either Party involving any dispute related to this Agreement shall be brought only in the Superior Court of the State of New Jersey.

22. INDEPENDENT CONSULTANT. Neither Party shall be considered or hold itself out as an agent of the other, it being acknowledged that either Party has the authority to bind the other. The Consultant shall perform the Services as an independent Consultant.

23. ASSIGNMENT. This Agreement, or any part thereof, shall not be subcontracted or assigned by the Consultant, without the specific prior written permission of the Authority. Any attempted assignment without such prior permission shall be null and void.

24. FOREIGN CORPORATION. The Consultant agrees that, if applicable, it shall register as a "Foreign Corporation" with the Office of the Secretary of New Jersey, designating a resident agent for the service of process and shall provide written proof of such registration prior to the Authority's execution of this Agreement.

25. INTEGRATION. This Agreement, together with Exhibits A, B, C and D, constitutes the entire Agreement between the parties and supersedes all provisions, agreements, promises, representations, whether written or oral, between the parties with respect to the subject matter herein.

Should any ambiguity or conflict exist among this Agreement, Exhibit A (the RFP), Exhibit B (the Proposal), Exhibit C (Payment Items) and Exhibit D (Project Schedule) in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the following hierarchy:

- (a) Agreement;
- (b) Proposal (Exhibit B)
- (c) RFP (Exhibit A); and

26. PARTIES BOUND. This Agreement shall be binding upon the Consultant and the Turnpike Authority, their respective successors and assigns.

27. SEVERABILITY. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision did not exist herein.

28. CODE OF ETHICS. The Consultant is advised that the Authority has promulgated a Code of Ethics pursuant to the laws of the State of New Jersey, a copy of which has been previously provided. By entering into this Agreement, the Consultant agrees to be subject to the intent and purpose of said Code and to the requirements of the State Ethics Commission.

29. PROFESSIONAL SERVICES AGREEMENT. This Agreement between the Parties is an Agreement for Professional Services within the meaning of the Statutes and Laws of the State of New Jersey.

30. SECTION HEADINGS. The Section headings herein contained have been inserted only as a matter of convenience or reference and in no way define, limit or describe the scope or intent of any terms or provisions of this Agreement.

[Execution Page Follows]

AGREEMENT FOR PEOPLESOFT FINANCIAL SYSTEM 2011

IN WITNESS THEREOF, the Parties have caused their duly authorized representatives to execute this Agreement and to affix their respective corporate seals on the day and year first above written.

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Sheri Czajkowski
Assistant Secretary

[Corporate Seal]

By:_____
Veronique Hakim
Executive Director

Approved by the Law Department

_____.

ATTEST:

[COMPANY].

[Name]
[Title]
[Corporate Seal]

By:_____
[Name]
[Title]

EXHIBIT A

[RFP AND ADDENDA]

EXHIBIT B
[PROPOSAL]